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The Solicitors' Journal and Reporter.

LONDON, JULY 5, 1890.

CURRENT TOPICS.

THE COUNTY PALATINE of Durham and Sadberge figures for the first time in the list of Court of Appeal No. 2 on the occasion of an appeal from the Chancellor of that county palatine under the Palatine Court of Durham Act, 1889 (52 & 53 Vict. c. 48), s. 11. This Act came into operation in August last, and provides that appeals from the Chancellor of Durham shall be made to the Court of Appeal, with a further appeal to the House of Lords, and that in future no such appeal shall be made direct to the House of Lords.

THE LISTS of the two divisions of the Court of Appeal are gradually dwindling, and it is already announced, as regards both divisions, that the last case in each printed list will be among the next to come into the daily paper. It appears probable that Court of Appeal No. 1 will, after a short time, have disposed, not only of those appeals which are in the printed list, but also of those which have been set down since. In Court of Appeal No. 2 there are several important and heavy cases which will help to provide employment for this division until the Long Vacation.

SOME INTERESTING information as to the business brought before the Statutory Committee of the Incorporated Law Society will be found in the report of the council for the past year. It appears that, since the 1st of February, 1889, when the Solicitors Act, 1888, came into operation, there have been no fewer than 183 applications made to and considered by the committee, including 22 by solicitors applying to have their names removed from the roll at their own request. It is satisfactory to learn that in 80 cases the applications did not disclose any such cause of complaint against the solicitor as required an answer from him, and that, out of the 63 cases heard, in 20 only the committee found themselves obliged to report adversely to the solicitors. The extent and importance of the protection to the reputation of solicitors afforded by the new tribunal may be judged from these statistics.

THE INTESTATES Estates Bill, which has just passed the House of Commons, has for its sole object that of making a provision for the widow of a man who dies intestate and without issue to the extent of £500, in addition to the other rights that she takes in his real and personal property. The practical effect of this Bill, if it passes into law, will be that in the case of very small estates all the property of a man who dies intestate and without issue will vest in the widow. Having regard to the great probability that

some change in the law as to the administration of the estates of intestates will shortly be made, so as to do away with the present inequality between the husband and wife, we should hardly have thought it worth while to introduce this Bill.

We are glad to see that Mr. Munton has given notice of his intenion to move, at the approaching meeting of the Incorporated Law Society, that, in place of the meeting hitherto held in April, the council should organize "one or more annual subscription conversaziones." This is, we presume, a slip of the pen for "one or more conversaziones in each year." We are entirely with Mr. Munton as to the desirability of promoting social intercourse and professional amity among members of the society; and we think that the suggested meetings would be an important step in this direction, though by no means so effective as the solicitors' common room which we recently ventured to advocate. The principal difficulty appears to be as to the amusements to be provided for the guests at the conversaziones. As to this we would suggest that the example of the Royal Society conversaziones might well be followed. Experiments and demonstrations on subjects cognate to the learned society should be provided. One member of the council might exhibit a new process for extracting an appointment from certain chief clerks within the unprecedentedly short period of one calendar month; another might expound the latest device for circumventing the rota and getting before a particular judge; in another room there might, perhaps (for this occasion only), be shewn a President cooking his annual address; and in yet another, a most interesting experiment might be provided, shewing the remarkable effect on the nerves of the esteemed treasurer of the society of the shock occasioned by a proposal to expend funds in establishing a solicitors' common room.

The Court of Appeal, in a case of *Filburn* v. *People's Palace, &c., Co.* (reported elsewhere), has been a little hard upon the elephant in classing him with the lion, the bear, and the wolf, animals enumerated by Lord Hale as beasts *ferœ naturæ*, which a man keeps at his peril. The lion and the wolf do not seem to have come directly under judicial notice, but the bear has been distinctly put out of court. The case of *Wyatt* v. *Rosherville Gardens Co.* (2 Times L. R. 282) shews that the keeper of a menagerie may have to pay £500 for the pleasure of exhibiting him, and the averment that a particular specimen of the race had been for many years tame and docile did not avail his owner in *Besozzi* v. *Harris* (1 F. & F. 92), the case in which the animal was chained in the grounds of a house on the Steep Holme in the Bristol Channel, and, unfortunately, took a piece out of an excursionist. But the elephant might be supposed to have a record which would entitle him to more favourable consideration. In his wild state he is doubtless not altogether desirable as a companion, but he has been sufficiently tamed to render many services to man, and stands in a very different position to animals which are quite irreclaimable. But for the tame elephant of India the Court of Appeal cares nothing. In England, however docile he may be, he is but a specimen of a savage race, and cannot escape the stigma of his past state of wildness. The cow, the horse, and the dog have been with us for generations, and have so won a character for respectability. In the long course of the ages the Master of the Rolls appears to think the elephant may attain the same high level, but till he has done so it matters not what progress he makes abroad. The result is doubtless right enough, though the reasoning is not altogether clear. However domesticated the whole race of elephants might become in India, it seems that this would make no difference in their legal credit here until members of the race had actually been born, and for many generations domesticated, in England. Conversely the English cow, and probably even the English sheep, ought, upon their introduction into a new country, to be treated as retaining the savage character of their distant ancestry. These animals might join the elephant in saying that such a doctrine was hardly in accordance with the comity of nations.

Once more the Bills of Sale Acts have been the subject of judicial decision. In the case of *Mumford* v. *Collier* (reported elsewhere) a Divisional Court (Lord Coleridge, C.J., and Wills, J.) has held that the usual attornment clause in a mortgage deed, although void in so far as it purports to confer upon the mortgagee a power of distress over the personal chattels upon the mortgaged premises, is yet effectual to create the relation of landlord and tenant between the parties, and that the mortgagee is therefore entitled to sue as landlord to recover possession when the rent—that is, the interest on the mortgage—is in arrear. It was sought by the defendant to bring the whole attornment clause within section 6 of the Act of 1878, and to shew that it was altogether void for want of compliance with the provisions of that and the later Act as to bills of sale. But Wills, J., pointed out, in the course of his judgment, that an attornment clause may be regarded in two aspects—as simply creating a tenancy, and as conferring the usual incident of a tenancy, a power of distress; and it is only in the latter capacity that it is affected by section 6. That section provides that an attornment, whereby a power of distress is given and a rent reserved, shall be deemed to be a bill of sale "of any personal chattels which may be seized or taken under such power of distress." While, then, these words, as explained in *Re Willis, Ex parte Kennedy* (36 W. R. 793, 21 Q. B. D. 384), render attornment clauses invalid in respect of chattels seized under them, it is reasonable to contend that, apart from such seizure, they are not bills of sale at all, and sufficient authority for so dividing their effect is found in *Re Burdett, Ex parte Byrne* (36 W. R. 345, 20 Q. B. D. 310), where a mortgage which was void as to personal chattels was held to be valid as to trade machinery of a kind excepted from the operation of the Bills of Sale Acts. It was said by Lord Coleridge, C.J., in the recent case, that real property is not within the scope of the Acts, and, though it must be remembered that fixtures and growing crops are affected by them, this is, of course, true as to land in general. Thus the case can be distinguished from *Davies* v. *Rees* (17 Q. B. D. 408), where it was held that, under section 9 of the Act of 1882, not only the charge on personal chattels is avoided, but also the covenant for payment. There the bill of sale had no subject-matter except the personal chattels, and was void *in toto*; here, in respect of the land, it is no bill of sale at all, and its provisions are good. The decision appears to be correct, and will do something to restore confidence in the utility of attornment clauses.

Reverting to the Bill to amend the Settled Land Acts, to which we referred last week, clause 4, which provides, in effect, that when the tenant for life assigns or charges his interest on marriage, or by way of family arrangement, the instrument by which this is effected is to be deemed one of the instruments creating the settlement, and not an assignment for value, seems to require some explanation. It will be remembered that by section 50 of the Act of 1882 the concurrence of the assignee for value of the tenant for life is, in most cases, required to the exercise of the powers of the Act. This occasionally gives rise to some difficulty. A tenant for life charges an annuity to his son during their joint lives, or pin-money to his wife, on his estate. This makes the son or wife an assignee for value of the estate of the tenant for life, and prevents him from exercising the powers of the Act without the concurrence of the son or wife, as the case may be. No doubt, if the instrument creating the charge is properly framed, this inconvenience may be obviated; all that is necessary is to insert a declaration that the charge is not to affect the exercise of the power. We are inclined to think that this declaration has often been omitted, as some of the standard works on conveyancing consider it unnecessary. Where this is the case this clause of the Bill (which is retrospective) will cure the defect. Clause 5 of the Bill cures an omission in the Act of 1882. Section 3 of the Act enables the tenant for life to sell an easement over the settled land, but there is no power to create easements (except mining rights, under section 17) over land given or taken in exchange or on partition. The present clause enables this to be done. We consider that this provision will be extremely useful. Common experience shews that on partition it is generally necessary for the owner of one share to have rights of way granted to him over the other share. Clause 6 enables the tenant for life to make conveyances for the purpose of giving effect to contracts entered into by prior tenants for life which bind the inheritance. The object of the seventh clause is to enable ordinary occupation

leases for terms not exceeding twenty-one years to be made free from some of the restrictions in the Act of 1882. But the utility of the clause will be much impaired by the provision that the lessee is not to be exempted from punishment for waste. In a case of *Davies* v. *Davies* (36 W. R. 399, 38 Ch. D. 499), where the lease was made under the Settled Estates Act, 1877 (40 & 41 Vict. c. 18, s. 46), which provides that "the demise be not made without impeachment of waste," it was held that a provision exempting the lessee from liability for "fair wear and tear and damage by tempest" rendered the lease void. It was strongly urged in that case that the law does not render a tenant for years liable for permissive waste, and that the provision in the lease merely stated the law. But the judge (KEKEWICH, J.) held, in a judgment in which he discussed the older authorities, that this view is incorrect; that a tenant for years is liable for permissive waste, and that the provision exempting him from this liability rendered the lease void. It would render the present Bill much more useful if the provision as to waste was confined to commissive waste only. This might be done by letting the clause run as follows:—"So that the lessee be not exempted from punishment for waste except permissive waste."

IN THE CURRENT number of the *Law Quarterly Review* Mr. BUTCHER replies to the recent article by Mr. KENELM DIGBY on the law of criminal conspiracy, and attempts to shew that no such extension of it has taken place in Ireland as the latter writer asserted. The truth is certainly with Mr. DIGBY in that the English courts have never decided that an agreement to break a contract is an indictable offence, but the law, as it exists in England, lends probability to Mr. BUTCHER's argument, that if the case of a combination among tenants to withhold their rents had arisen in England, our judges would have charged juries in the same manner as the Irish judges have done. The law of conspiracy is well known to be most unsettled. A rough definition of the offence was given by DENMAN, C J., in *Jones's case* (4 B. & Ad. 345), when he said that "the indictment ought to charge a conspiracy either to do an unlawful act, or a lawful act by unlawful means." As to this he said in *Peck's case* (9 A. & E. 686) that he did not think the antithesis very correct, and in *King's case* (7 Q. B. 782) that it ought to be qualified by the words "at least." But the great objection to it is that it leaves the principal word "unlawful" quite undefined. Does this mean that the act must be criminal, or will it be sufficient if it merely constitutes a civil injury? The latter is the point of doubt. Mr. WRIGHT, after examining the authorities, says (Law of Criminal Conspiracies, p. 41) that on the whole they strongly favour the view that a combination to injure a private person (otherwise than by fraud) is not as a general rule criminal unless criminal means are to be used, though he notices certain *dicta* to the contrary, notably those of ERLE, J., in *Duffield's case* (5 Cox, 404), and *Rowland's case* (*ibid.* 436). In Roscoe's Criminal Evidence (11th ed., p. 400) it is said that a combination to commit a civil injury is an indictable conspiracy in many, though it is impossible to say precisely in what, cases, and upon this state of the law the comment is made that it "leaves so broad a discretion in the hands of the judges that it is hardly too much to say that plausible reasons may be found for declaring it to be a crime to combine to do almost anything which the judges regard as morally wrong or as politically or socially dangerous." This gives the key to the manner in which the Irish judges have acted. When in his charge to the jury in *Parnell's case* (14 Cox, 508) the late Lord FITZGERALD said, "It is a criminal offence when two or more agree to do an injury to a third party or class, though that injury if done by one alone of his own motion would not be in him a crime or offence, but would be simply an injury carrying with it a civil remedy," he was laying down an extremely disputable proposition. Mr. BUTCHER says this ruling is merely a repetition of what he has shewn to be established by the highest English authorities, but he certainly puts his case too high. A conspiracy to commit an injury, that is, to violate a right, is not necessarily a criminal offence, though the English trade-union cases shew that if the injury is one that greatly affects the public interest the judges will not be slow to bring the conspiracy over the border line and declare it to be indictable. This accordingly is what the Irish judges have done. Although their *dicta* may express the law somewhat more broadly than is warrantable, and they have applied it in a manner in which it has never been applied in England, yet it must be remembered that the case with which they had to deal has not occurred in England, and that if it did it is extremely likely that English judges would do as they have done.

AN IMPORTANT principle with regard to the non-disclosure of information supplied to the Public Prosecutor has been established by the case of *Marks* v. *Beyfus*, in which the Court of Appeal have upheld the decision of HUDDLESTON, B., and of the Divisional Court, consisting of Lord COLERIDGE, C.J., and MATHEW, J. It has long been settled law that, on grounds of public policy, protection must be afforded for information which leads to prosecutions for offences against the State, and this was admitted by all the five judges in *Rex* v. *Hardy* (24 St. Tr. 816), although they differed in the application of the principle to the particular case. EYRE, C.J., stated it broadly in the words, "Those questions which tend to the discovery of the channels by whom the disclosure was made to the officers of justice are not permitted to be asked," and in *Rex* v. *Watson* (32 St. Tr. 102) Lord ELLENBOROUGH said, "There will be no safety in communicating the most important intelligence to Government, if such matters are not kept secret, and if the channels of communication are to be revealed." Both of these cases were prosecutions for high treason, and it was, therefore, clearly necessary in the interests of the State that no disclosure should be compelled, but the same rule has been observed in revenue cases, and, indeed, it is with these that it appears to have taken its rise. In *Attorney-General* v. *Briant* (15 M. & W. 169), which was a case of this kind, it was said that the rule was clearly established that in a public prosecution a witness could not be asked such questions as would disclose the informer, and consequently it was held that he could not be asked if he was himself the informer. In the same case it was remarked by POLLOCK, C.B., that the name of the Sovereign was used in ordinary prosecutions, but yet, as it might be used by any prosecutor, the rule would not apply; it applied, indeed, only when the Government was directly concerned, and then whatever the nature of the offence. The present extension of it to prosecutions undertaken by the Public Prosecutor is one upon which there clearly might have been some doubt. In the above cases the offences were such as directly concerned the State, and it would not have been difficult thus to restrict the principle to be deduced from them. Ultimately, however, this must be based on the public interest rather than on the nature of the offence, and as long as the Public Prosecutor only acts in rare and exceptional cases, there is perhaps sufficient reason for extending to him the protection for which he contended.

IN THE CASE of *Re Parsons*, *Stockley* v. *Parsons* (reported elsewhere), KAY, J., has followed JESSEL, M.R., in holding that next of kin to be ascertained at a fictitious date take no interest in the property, not even a contingent one, until the date assigned has arrived. The question arose under section 5 of the Married Women's Property Act, 1882, under which a woman married before the Act is entitled to hold as her separate property any property her title to which, whether vested or contingent, accrues after the commencement of the Act. Property was left by the will of a testator, who died in 1879, to a tenant for life, with remainders over, and in case of the failure of these to take effect, there was a trust for the persons who would have been his next of kin had he died at the date of such failure. The tenant for life died in 1886, and the remainders failed to take effect. One of the next of kin, who thereupon became entitled, had been married in 1857, and died in 1889, leaving a will. The question thereupon arose whether her title had accrued before 1882, so as to vest her share in her husband, or whether it accrued subsequently to that date, so as to allow it to pass under her will. In ordinary cases of gifts to next of kin, of course, the maxim "*Nemo est hæres viventis*" applies, and, as long as the ancestor is living, there can be no more than a *spes successionis*, which does not confer an actual interest of any kind. JESSEL, M.R., had to consider the point in *Clowes* v. *Hilliard* (4 Ch. D. 413), where the next of kin in a similar case attempted to bring an administration action before the date when they were to be ascertained had arrived, and it was held that they had no interest which would entitle them to do so. The hypothesis is that the testator lives on until the date which he

has assigned, and the provisions of his will must be worked out as though the hypothesis were fact. An opposite decision was given in Ireland in the case of *Re Beaupré's Trust* (21 Ch. D. Ir. 397), but KAY, J., had no hesitation in differing from it. In the present instance the married woman acquired no title until the death of the tenant for life in 1886, and consequently she took her share as separate property, and it passed under her will.

"THIS IS a case," said a learned and epigrammatic judge during the present week, "which may be characterized as one in which the game is not worth the candle, and in which, if the present evidence were before a jury, it would be their duty to disagree. The defendant will be well advised to pay the plaintiff what he will take, and the plaintiff will be well advised to take what he can get." Result, a compromise. Would it not be well for suitors if judges, instead of directing expensive inquiries by experts to supplement evidence already given, were more frequently to adopt this common-sense course?

FRAUDULENT EXECUTION OF POWERS.

THE recent decision of NORTH, J., in *Re Crawshay, Crawshay* v. *Crawshay* (38 W. R. 600, 43 Ch. D. 615), upholding the execution of a power of appointment by which persons other than the objects of the power were in the result benefited, appears to shew how far the appointor may safely go in this direction. A testator had, under a settlement, power to appoint by will a sum of £35,000 among his children. By his will he left £150,000 upon trust for his daughter Jessy for life, with remainder in favour of her issue. He then, after reciting his power in respect of the £35,000, appointed £10,000, part of it, to the same daughter, but directed that it should be paid to the trustees of the £150,000, and be held by them upon the trusts declared with regard to that sum. A further sum of £10,000 was appointed to another daughter in a similar manner; and the will went on to provide what was to happen in case these appointments should turn out to be in excess of the power. In such case, and in case any persons having a right to object to the settlements of the sums appointed should do so, the testator appointed the two sums to his son Robert absolutely, adding the words, "but who will, I am assured, settle the same voluntarily in the manner in which I have attempted to settle the same as aforesaid, so as thereby to carry out my wishes." The testator died in 1867, and his son Robert executed a declaration of trust of the sum of £10,000 in favour of Jessy, by which it was to go to her and her issue in the manner indicated by the will. The result therefore was, in obedience to the wish of the appointor, to give only a life interest to Jessy, one of the objects of the power, and to carry the remainder to her issue, and this was sanctioned by NORTH, J., who held that, while the appointment in favour of Jessy was bad, that in favour of Robert was good.

In *Duke of Portland* v. *Topham* (12 W. R. 697, 11 H. L. C. 32) there occur some *dicta* of the law lords which, at first sight, do not seem easy to reconcile with this decision. Thus Lord WESTBURY, C., said that the appointor, the donee of the power, must "act with good faith and sincerity, and with an entire and single view to the real purpose and object of the power, and not for the purpose of accomplishing or carrying into effect any bye or sinister object (I mean sinister in the sense of its being beyond the purpose and intent of the power) which he may desire to effect in the exercise of the power." And Lord ST. LEONARDS said, "A party having a power like this must fairly and honestly execute it without having any ulterior object to be accomplished." In the present case the words of the will made it quite clear that the testator and appointor had an ulterior object to accomplish, and these *dicta* would seem, therefore, to apply. How their effect can be avoided is a matter which requires some little consideration.

It is possible at once to put aside the case in which the object of the appointor is actually corrupt. Of this a well-known example is furnished by *Wellesley* v. *Lord Mornington* (2 K. & J. 143), where an appointment was made by a father to a son who was mentally and bodily diseased, and who died within a year. It was held that the father's object was to get the property for himself as administrator to the son, and the appointment was declared to be bad. Another case, too, which is perfectly clear is that in which the appointment is made in consequence of an arrangement between the appointor and the appointee. But with regard to this it is pertinent to refer to the distinction pointed out by KNIGHT BRUCE, L.J., in *Pryor* v. *Pryor* (12 W. R. 781, 2 D. J. & S. 205), in a passage on which NORTH, J., relied: "The donee of a limited power of appointment may well execute it in favour of an object of the power, though he believes and knows that the appointee will at once dispose of the property in favour of persons who are not objects of the power. But if, besides this belief and knowledge, there is a bargain between the appointor and appointee that the appointee shall make a disposition in favour of persons not objects of the power, and the just result of the evidence is, that the appointment would not have been made but for the bargain, then the appointment is bad." Here it is plain that two cases are broadly distinguished, that to which we have just alluded, where there is an arrangement between the appointor and appointee, and the case in which, without such arrangement, the appointee does, in fact, dispose of the property outside the power, and the appointor believes and knows that this will take place. But as to the grounds upon which this belief and knowledge are based nothing whatever is said. If the appointee takes absolutely, and only makes the disposition desired by the appointor because their wishes in the matter naturally coincide, then there can obviously be no objection, and the case falls rightly enough in the first class described by KNIGHT BRUCE, L.J. But if such disposition by the appointee, although not in pursuance of any actual arrangement, is yet in some way due to pressure brought to bear by the appointor, or, if in any other way, the appointee is not a free agent, then we have an intermediate class of cases which does not appear to have been contemplated by KNIGHT BRUCE, L.J., and which his *dictum* can hardly be said to cover. Moreover, there are express decisions that the appointment will here be held bad, although, at the time when it was made, no communication had been had with the appointee in respect to the appointor's wishes. These occurred in *Re Marsden's Trust* (7 W. R. 520, 4 Drew. 594), and in the two cases between the Duke of PORTLAND and Colonel TOPHAM, one of which has been already referred to.

In *Re Marsden's Trust* a married woman who had power to appoint a fund among her children desired to secure a provision for her husband. To this end it was proposed that the whole should be appointed to the eldest daughter, on condition that she should, on attaining her majority, make over to her father one-half of the property and give him a life interest in the other half. The appointor was advised, however, that this could not legally be done, and an appointment was made to the same daughter absolutely, it being the intention that she should be told, after her mother's death, of the object of the appointment. In deciding upon the validity of the appointment KINDERSLEY, V.C., held that the same rule must apply as would be applicable to any discretionary trust, and that the court would not control or interfere with the exercise of the discretion unless it could be shewn that the trustee had exercised it corruptly or improperly, or in a manner designed not to carry the trust into effect, but to defeat it. But, under the circumstances narrated above, he held that the appointment was clearly intended to defeat the purpose of the power, and that, although there was no bargain with the appointee, nor was there any design of benefiting the appointor, yet the appointment was bad. The decision was accounted for by NORTH, J., in his recent judgment on the ground of the special nature of the influence which would be brought to bear on the daughter, the appointee. The communication by her father of her deceased mother's wishes would leave her little choice of action. In the comments on the case that were made by the Court of Appeal in *Roach* v. *Trood* (24 W. R. 803, 3 Ch. D. 429) it was in the same manner considered that to have upheld the appointment in such a case would have been to give effect to the intentions of the father and mother, and to have defeated the real purpose of the power.

The cases between the Duke of PORTLAND and Colonel TOPHAM were decided upon the similar ground that the appointee, although no party to any bargain, was yet not a free agent. The first was carried to the House of Lords and gave rise to the *dicta* quoted above. The ground of the decision was that, although there was an absolute appointment, yet under the circumstances of the case the appointee never regarded the property as actually her own to

do what she liked with, but considered herself simply an instrument for carrying out the wishes of the appointor. "She was," said Lord St. LEONARDS, "no more an appointee of the funded property than I am. She was an agent, or a hand, made use of for the purpose of carrying into effect what might be a very proper thing, for anything I know, on the part of the duke, but which he was not justified in doing under the form of an execution of the power." After the decision of the House of Lords fresh appointments were made, but JAMES, V.C., and the Court of Appeal (18 W. R. 235, L. R. 5 Ch. 40) considered that the same condition of things, so far as the moral freedom of the appointee was concerned, still existed, and the new appointments also were held void. It may be noticed that in the judgment of Lord HATHERLEY, C., *Re Marsden's Trust* was referred to without any doubt as shewing that the existence of the improper intent on the part of the appointor, though merely evidenced by communication to the appointee after the appointment, and though the appointee had not beforehand been privy to the arrangement, was sufficient to vitiate the appointment.

While, then, the *dicta* in the above cases seem to go to the length of shewing that an appointment may be bad solely on the ground that the purpose of the appointor in making it was to exceed the limits of the power, yet, if they are judged by the special circumstances which gave rise to them, it is possible to have regard also to the influence which the knowledge of the appointor's purpose will have upon the appointee, and the present decision of NORTH, J., shews that this is the proper course to adopt. The relation between the two parties may be such that the intimation of the appointor's wishes will leave the appointee practically no choice but to carry them out; the latter is then a mere instrument in the hands of the former and the appointment will be bad. This, however, is a matter to be decided on the circumstances of each case, and, in the opinion of NORTH, J., the freedom of a son in disposing of a fund otherwise well appointed to him is not unduly impaired by the fact that his father, the appointor, has in his will intimated what are his wishes with regard to it. It seems probable that the authorities referred to above could without difficulty have been made to countenance an opposite decision, and hence the result usefully shews the limits which are to be assigned to them. Although the assistance of the court may be properly invoked to avoid the diversion of property from its intended objects by reason of undue influence, there can be no reason to extend this interference to cases where the property has passed under the control of persons, proper objects of the power, who are perfectly competent to use their own discretion as to how to deal with it.

MARRIAGE SETTLEMENTS BY FEMALE INFANTS.

THE Married Women's Property Act, 1882, has raised a question of some nicety as to the rights of a woman who marries without a settlement to give receipts for money during her infancy, and has rendered it difficult to make a settlement binding on her without applying to the court. These difficulties did not exist before the Act. On marriage the husband became entitled to the rents and profits of her freeholds, and, according to the custom of most manors, of her copyholds, during their joint lives; he became able to dispose of her leaseholds for years, and was entitled to the rents and profits of them during their joint lives; he became absolutely entitled to her chattels personal in possession, and to such of her *choses in action* as he reduced into possession during the coverture, or, if he survived her, to any belonging to her at her death. The practical result was that on marriage the husband became entitled to the income of the wife's property; that he could give receipts for all moneys becoming due to her; and that a settlement of her personal property, including leaseholds for years, was his settlement, and was therefore binding on her, except (in the case of her surviving him) as to her *choses in action* not reduced into possession during the coverture.

It is by no means clear whether the marriage of a female infant determines the powers of her guardians over her property, but the probability is that it does not. The rights of a guardian appointed by a father under 12 Car. 2, c. 24, s. 8, are not defeated by the marriage of a male infant (*Eyre* v. *Shaftesbury*, 2 P. Wms. 103, Gilb. Eq. Rep. 172, 2 W. & Tu. L. C. Eq.); they extend not only over his person, but over his property (see section 9). In *Mendez* v. *Mendez* (1 Ves. sen., at p. 91) Lord HARDWICKE expressed an opinion that the marriage of a female infant would "determine the guardianship"; but as, owing to the nature of the rights of the husband over his wife's property, she could not, as the law then stood, have had any property over which the guardian could exercise any powers, this saying must, we consider, be taken to mean the rights of the guardian over the person of the infant—rights which, if they existed after the marriage, would be repugnant to the rights of the husband. Assuming that the reason why formerly the rights of a guardian over the property of a female infant determined on her marriage was that after her marriage she had no property over which the guardian could exercise those rights, it appears probable that where a female infant marries since the Married Women's Property Act came into operation, her guardian retains the same powers over her property that he had before the marriage. If the rights of the guardian remain in force, notwithstanding the marriage of the infant, he can give receipts for any money becoming payable to her, whether as income or otherwise. But how is he to apply it for her benefit? On the other hand, if the rights determine by the marriage, who can give a receipt for these moneys? not the husband, because they do not belong to him; not the wife, owing to the incapacity arising from her infancy.

There is another question which requires careful consideration. Suppose that a female infant marries after the Married Women's Property Act came into operation, and that on her marriage a settlement of property is made which is binding on her, either because the property is settled by a person *sui juris* or because the settlement is made under the Infants' Settlement Act, under which income is given to her, to whom is that income to be paid? Is it to be paid to her guardian, or is it to be paid to her, and can she give a receipt for it? The probability is that the payment to her and her receipt are good. We are not aware of any authority on the point, but it has been for many years the unquestioned practice of trustees to pay to an infant wife the income settled on her by her marriage settlement. The question may probably receive a different answer if she is entitled to the income of property which is comprised in a settlement not made on her marriage. In this case the income ought probably to be paid to her guardians, unless it is applicable, as it generally will be, for her maintenance under the 43rd section of the Conveyancing Act, 1881; in this latter case the trustees are at liberty to apply it "for her benefit." Probably they are at liberty to pay it to her husband, but until a decision on the point has occurred it will not be safe to act on this opinion.

A settlement made by an infant on her marriage is voidable only, not void, and is not within either section of the Infants' Relief Act, 1874: *Duncan* v. *Dixon* (44 Ch. D. 211). But bearing in mind that one of the objects, if not the principal object, of a settlement is to secure the wife against the importunities of the husband in case he falls into difficulties, it will hardly be safe to rely on this doctrine. It was decided in *Hancock* v. *Hancock* (38 Ch. D. 78) that, owing to the saving in section 19 of the Married Women's Property Act, 1882, as to settlements, a settlement has the same operation as it had before the Act, and that property coming to the wife was bound by the husband's covenant to settle it; but it must be remembered that in that case the settlement was made before the Act, and it by no means follows that the section will apply in the same manner to a settlement made after the Act. This latter view as to the operation of the Act is supported by the opinion of LINDLEY, L.J. (*Re Armstrong*, 21 Q. B. D., at p. 270), that "the words of the Act 'interfere with or affect any settlement' mean invalidate or render inoperative any settlement." The true view appears to be that the Act says nothing as to what property is to be subject to the settlement, it does not enable a husband to settle any interest in his wife's property except that which he takes, but, on the other hand, it provides that, when once the property is settled, the settlement is to take effect as if the Act had not been passed.

Occasionally the wife can be put to her election to confirm the settlement (see the cases collected 2 Key & Elph. Comp., 3rd ed., p. 531, note). Formerly, where the settlement was of personalty only, the probability was, owing to the nature of the interest that her husband took in her property, that it was to her interest to confirm it, and as all the interest that the husband took in her property was bound by the settlement, it was not to his interest to endeavour to induce her to repudiate it. But under

the existing law there appears to be nothing to induce her to confirm it, or to induce her husband to refrain from urging her to repudiate it.

Under these circumstances it is often now necessary to apply to the court under the Infants' Settlement Act (18 & 19 Vict. c. 43) for the purpose of making a settlement of the wife's property—a course leading to expense. The nature of the settlement that will be authorized by the court in ordinary cases is perfectly well known; it therefore appears to us that an Act might usefully be passed enabling a female infant to make a marriage settlement containing the usual provisions, to be prescribed by the Act or by general rules, without the necessity of going to the court. If such an Act were passed, it would be convenient also to enable income belonging to an infant married woman to be paid to her. The case of capital presents greater difficulties: perhaps it might be paid to her guardians.

REVIEWS.

THE YEAR BOOKS.

YEAR BOOKS OF THE REIGN OF KING EDWARD THE THIRD. YEARS XIV. AND XV. Edited and translated by LUKE OWEN PIKE, M.A., Barrister-at-Law. (Eyre & Spottiswoode.)

This volume is of considerable interest to the student of legal procedure. The introduction contains an account of the proceedings (reported in the text at p. 258) taken by the king against Willoughby, formerly Chief Justice of the King's Bench, and several other judges and persons of importance, for misconduct in their offices. The trial took place before a commission of oyer and terminer. It appears that Lord Wake, and possibly some other peers, by some authority which is not now known, sat as assessors to the commission. Willoughby was arraigned, not on an indictment, but on an allegation that the facts "had, by clamour of the people about the same," been shewn to the king. In Edward the Second's time it had been held that if treasonable deeds were notorious the king might record the fact, and that thereupon judgment might be pronounced without trial against the offender. In the present case it was not attempted to dispense with the trial, but only with the preliminary inquisition. Willoughby, without admitting this to be the law, threw himself on the king's mercy. The introduction contains a most elaborate account of the difference between commissions of oyer and terminer and trailbaston, a difference of importance to the legal antiquarian.

At the present day, if a statute does not commend itself to the judges, it is apt to be frittered away. In 1341 the Chancellor, Treasurer, and some of the judges made a very effective protest against a statute as being contrary "to the laws and usages of the realm," and their right to pronounce whether a statute ought to become operative appears to have been recognized by Parliament (see the introduction, p. lviii. *et seq.*).

Here are two puzzles, the one for philologists, the other for antiquarian lawyers. What is the meaning of the name "Twyshewencartfelghe," p. 112; and why do "arures" not lie in demesne, p. 124?

The case at p. 34, pl. (10), gives some reason for thinking that Professor Maitland is correct in his opinion (6 *Law Quarterly Review*, 24) that the earlier feet of fines are of some authoritative value. In the case cited, "land was rendered by fine to one in fail, remainder to another in fee simple, rendering to the donor a certain rent, and as to the rent the fine was refused," evidently because such rent could not be reserved to the donor.

On the 26th ult, before Lord Coleridge and Mr. Justice Wills, on application by counsel to restore a case to the list which was heard and decided on the previous day in the absence of counsel on one side, the excuse urged being that the solicitor did not think the case would come on, Lord Coleridge took occasion to observe that the court had been working hard to reduce the arrears of cases on the paper, and all the cases remaining to be heard were now in the paper for that day. While there were any arrears the complaint was of delay; and now the arrears were gone the solicitors complained because their cases came on earlier than expected! There was no reason given why the solicitor should not have known that the case was to come on; and the case was not one for any indulgence, as the point raised was purely technical. It was a case of a bill of sale given for money borrowed, and which by the deed, which was executed in March, was to be paid on a day "in July"; and the objection taken to it was that this might mean July in the year 2000! That was the point to be argued, and which the court, after looking at the deed and hearing the case argued by counsel in support of it, overruled. That was not a case which, without any reasonable excuse for default in the appearance of the other party, ought to be reinstated in the list to be reargued. The application, therefore, was refused.

CORRESPONDENCE.

AN ITALIAN DECISION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On May 24 you published a letter from Mr. S. R. Pollard in which that gentleman commented with some severity on a judgment recently pronounced by the Roman Court of Cassation in an action between a British plaintiff and an Italian defendant [*ante*, p 486]. The case your correspondent apparently had in view is that of *Fothergill Hartas* v. *Corpi* (reported in the Foro Italiano, vol. 13, part 1, 48, and vol. 15, part 1, 37), at least, the facts stated by him tally with the facts there reported, and the passage quoted by him from the judgment of the Roman court corresponds *verbatim* with the judgment reported by the Italian journal. I must add, however, that your correspondent's statement of the facts omits—assuming the cases to be the same—all reference to the one fact on which the decision of the court was based.

This essential fact is, that the plaintiff's claim was founded on time bargains made by him, in this country, on defendant's account as his stockbroker. The Roman court held that such bargains are gaming or wagering contracts; and that, as such, they are prohibited by art. 1802 of the Italian Civil Code, and cannot be enforced by the Italian courts, even if they have been made abroad and are valid according to the *lex loci contractus;* for art. 12 of the *Dispositions for the Promulgation, Construction, and Application of the Laws in general* enacts that "in no case shall the laws of a foreign country derogate from the prohibitive laws of the realm concerning persons, property, or deeds."

The Court of Appeal of Ancona, which, as your correspondent mentions, had previously decided the case in the plaintiff's favour, had done so on the ground that art. 1802 of the Civil Code could not be held to apply to time bargains, seeing that a right of action on such contracts is given by a special law of 1876; but the Court of Cassation held that this right of action is strictly conditioned on compliance with the formalities prescribed by that Act, and that, as the contract in question did not comply with those formalities, it constituted no exception to the general prohibition of gaming or wagering contracts.

It is apparent from the foregoing that the judgment of the Court of Cassation does not amount to a decision that "an Italian subject cannot be sued in the Italian courts in respect of a debt contracted in a foreign country, unless such debt has been incurred in conformity with the law and forms necessary by the Italian law," and that it is at least hyperbolical to say that the Roman judges "wholly pass over and ignore the law of the land where the debt was incurred." The judgment in question merely illustrates the limits set by art. 12 of the afore-mentioned *Dispositions* to the application of the principle laid down by art. 9, that the legality of a contract is to be determined, both as regards its substance and its form, by the *lex loci contractus*.

4, Essex-court, Temple, July 1. T. BOSTON BRUCE.

IS A COMPANY'S SEAL EQUIVALENT TO ITS WRITTEN SIGNATURE?

[*To the Editor of the Solicitors' Journal.*]

Sir,—The definition of a trade-mark is given in the 64th section of the Act as follows:—

(*b*) "A *written* signature or copy of a *written* signature of the individual or firm applying for registration thereof as a trade-mark."

The Companies Acts provide that:—" . . . no company, association, or partnership consisting of more than twenty persons shall be formed, after the commencement of this Act, for the purpose of carrying on any other business that has for its object the acquisition of gain by the company, association, or partnership, or by the individual members thereof, unless it is registered as a company under this Act or is formed in pursuance of some other Act of Parliament," &c.

The seal of a limited company becomes its signature, and, I apprehend, should be accepted by the comptroller as entitled to registration as a trade-mark under sub-section (*b*) of the 64th section.

I should be glad of the opinion of any of your readers on this point, with a reference to any decisions affecting the question.

JAMES THORNE.

85, Gracechurch street, London, E.C., June 26.

[There does not appear, so far as we can discover, to be any case in point, but it may be noticed that, while section 62 (1) enables any *person* (under which term a body corporate is by section 117 included) to apply for registration, section 64 (1) (for which section 10 of the Act of 1888 has now been substituted) speaks, in subsections (*a*) (*b*), of an "*individual or firm*," and it would thus appear that companies were not intended to have the benefit of those subsections.—ED. *S. J.*]

CASES OF THE WEEK.

Court of Appeal.

FILBURN v. THE PEOPLE'S PALACE AND AQUARIUM CO. (LIM.)—No. 1, 30th June.

TRESPASS—ANIMALS FERÆ NATURÆ—INJURY—LIABILITY OF OWNER OF ANIMAL.

Action for damages for personal injuries. The plaintiff, as a visitor, was in the grounds of the defendants' aquarium, when a performing elephant belonging to the defendants rushed at him and injured him. There was no negligence on the part of those in charge of the elephant. The action was tried before Day, J., when the jury, in answer to certain questions, found that the particular elephant was not a dangerous animal to man, or known to the defendants to be dangerous; and that the plaintiff did not bring the accident on himself. The jury assessed the damages at £125. Day, J., upon further consideration, gave judgment for the plaintiff.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the judgment. Lord ESHER, M.R., said that, according to the law of England, animals might be divided into two classes. The first class consisted of those animals as to which a person who kept one of them must do so at his peril; and whether he knew that it was dangerous or not was immaterial. The second class consisted of animals not of a dangerous nature, though a particular member of the class might be dangerous, and the law was that a person who kept an animal of that class was not liable for injury done by it unless he knew that it was dangerous. This class consisted of two divisions: those animals that were not dangerous anywhere, such as pheasants, rabbits, &c.; and those that, by reason of being bred in England through a long series of years and tamed, had come to be universally recognized as a race not being of a dangerous nature, though the race might be dangerous in wild countries. Instances of this division were oxen, dogs, horses, rams, &c. Unless an animal was brought within one of these two divisions it fell into the first class. Now it could not be said that elephants as a race were not dangerous anywhere, nor could it be said that, by being born in England for a long series of years, they had as a race become tamed in England and recognized here as not being dangerous. That being so, they fell within the first class, and the person who kept one was liable for any mischief done by it. The defendants, therefore, were liable. LINDLEY, L.J., concurred. BOWEN, L.J., concurred. The broad principle governing this case was that laid down in *Rylands* v. *Fletcher* (L. R. 3 H. L. 330). If a man brought on to his land anything which might do mischief to his neighbour, that person did so at his peril, and was liable for any mischief done. The subject of dangerous animals was a branch of the law to which that proposition was applicable. People must not be wiser than the experience of mankind, and if, according to the experience of mankind, certain animals as a race were dangerous, the person who kept one of those animals did so at his peril. The elephant still remained as a class wild and untamed, though individual elephants might be brought to a degree of tameness amounting to domestication.—COUNSEL, *Montagu Lush; Lockwood*, Q.C., and *Cyril Dodd*. SOLICITORS, *Hamlin, Grammer, & Hamlin*, for *Dunn & French*, Leeds; *Speechly, Mumford, & Co.*, for *Mumford & Johnson*, Bradford.

A. GIBBS AND SONS v. LA SOCIETE INDUSTRIELLE ET COMMERCIALE DES METAUX—No. 1, 26th June.

CONFLICT OF LAWS—CONTRACT MADE AND TO BE PERFORMED IN ENGLAND—DEFENDANTS DOMICILED IN FOREIGN COUNTRY—DISCHARGE OF DEFENDANTS IN FOREIGN COUNTRY—BAR TO ACTION IN ENGLAND.

Action to recover damages for non-acceptance of certain copper. The defendants, who were a company domiciled in France, from time to time entered into contracts with the plaintiffs, a London firm, to purchase certain quantities of copper from them at specified prices. The contracts were made in London through a firm of metal brokers there, and the copper was to be delivered and paid for in England. Subsequently, on April 15, 1889, a decree of judicial liquidation was pronounced against the defendants in the French court, and a judicial liquidator was appointed. Prior to that date the defendants had made default in taking delivery of the copper under some of the contracts, and after that date they notified to the plaintiffs that they would not take the deliveries that were coming due under the other contracts. The damages arising by reason of the non-acceptance of the copper by the defendants amounted to £40,000, £21,000 of which arose from the breaches of contract after the date of the liquidation. The present action was brought to recover the above damages, and the plaintiffs also sent in a proof for this amount in the liquidation in France. The liquidator admitted the proof to the extent of £19,000, but as to the £21,000 for breaches arising after the liquidation, the liquidator rejected the proof, on the ground, as was stated, that by the law of France the contracts were cancelled by the liquidation unless the vendors elected to deliver the goods to the liquidator, in which case they could only prove for the price. The defendants contended that, as the defendants were domiciled in France, and as the evidence of the French lawyers shewed that the defendants were, by the liquidation, discharged from liability under the contracts, the action was barred in England; that, at any rate, the claim so far as regards the £21,000 was barred; and that, even if the claim was not discharged in France, the court ought, under the circumstances, to stay the proceedings in England. Stephen, J., who tried the case without a jury, gave judgment for the plaintiffs.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the principle was that the law which governed a contract in all its essentials as a contract was the law of the country in which the contract was made or was to be so performed as to become a contract of the country in which it was to be performed. If by the law of that country a party was discharged from the contract, the courts in England would give effect to that discharge in any action brought here upon it. The parties by entering into such a contract in reality agreed that the law of that country should apply. The present contracts were made in England, and were to be performed here. It was said, however, that a discharge in the country of the defendants' domicil would operate as a bar to an action here. Assuming that the defendants were discharged by the law of France, the question of domicil seemed to him to be immaterial. That was the view of Lord Kenyon in *Smith* v. *Buchanan* (1 East, 6), and adopted by Lord Blackburn in *Bartley* v. *Hodges* (9 W. R. 693, 1 B. & S. 375). In the present case, therefore, the law of England applied, and there was no discharge under the contracts. The action was, therefore, maintainable. Nor could he see any ground for staying proceedings. LINDLEY, L.J., concurred. These contracts were English contracts, made and to be performed in England. The defendants were domiciled in France, and he would assume that by the law of France this action would be barred if brought in France. There was no authority for saying that that operated as a bar to an action in this country upon such a contract. The question of domicil seemed to him immaterial. There was, therefore, no defence to this action according to English law. It was further said that the proceedings should be stayed either before or after judgment. He could see no ground for staying the action before judgment, and thus preventing the plaintiffs from ascertaining their rights under the contracts. Nor was there any reason shewn why execution should be stayed. If the goods taken in execution were vested in the liquidator, the liquidator could come in and claim them, and the plaintiffs would not get them. No injustice would be done by allowing execution to issue. LOPES, L.J., concurred.—COUNSEL, *R. T. Reid*, Q.C., and *R. S. Wright; Kennedy*, Q.C., and *Tindal Atkinson*. SOLICITORS, *Johnson, Budd, & Johnson; Murray, Hutchins, & Stirling*.

***Re* HEAD'S TRUSTEES AND MACDONALD'S CONTRACT**—No. 2, 1st July.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—WILL—CONSTRUCTION—CHARGE OF DEBTS ON REAL ESTATE—AUTHORITY TO TRUSTEES TO PAY DEBTS—CONTRACT WITH TRUSTEES—FAILURE TO SHEW GOOD TITLE—SUBSTITUTION OF TITLE OF BENEFICIARIES.

The question arose in this case whether a testator had by his will charged his debts on his real estate, so as to give his trustees power to sell the real estate. The testator, after bequeathing a specific legacy to his wife, devised all his real estate, and gave all the residue of his estate and effects, to two trustees, their heirs, executors, and administrators, upon trust as to his real estate to receive the rents thereof, and to pay the same, together with the income of his personal estate, unto his wife during her life, and after her decease upon trust to sell his real estate and such part of his personal estate as should not consist of money, and to invest the net proceeds of sale in the names of the trustees in manner therein mentioned, and to hold the same in trust for his children at twenty-one or marriage in equal shares. The will contained the following clause:—"And I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all claims made upon my estate, and generally to act in the premises as my said trustees or trustee shall in their or his discretion think fit." The testator appointed the same two persons his executors. The testator died on the 7th of November, 1889, leaving his widow surviving. The will was proved, and on the 17th of December the trustees offered the testator's real estate for sale by auction, and Macdonald became the purchaser of two lots, and paid a deposit. The conditions of sale provided that the purchase should be completed on or before the 24th of January, 1890. The abstract of title was delivered on the 22nd of December. In answer to a question whether the testator's widow was still living, the vendors replied that she would join in the conveyance to the purchaser. The purchaser objected that the will gave the trustees no power to sell during the life of the widow. The vendors, on the 6th of January, wrote that, by means of a surrender by the widow, the trust for sale could be accelerated. The next day the purchaser's solicitors gave notice that he repudiated the contract, and demanded a return of his deposit. On the 29th of January the vendors' solicitors wrote that they could obtain the concurrence of the beneficiaries, and that a good title could be made in that way. The purchaser, however, declined to proceed with the matter, and on the 4th of February he issued this summons under the Vendor and Purchaser Act, asking for a declaration that a good title to the property had not been shewn in accordance with the contract, and that the vendors might be ordered to repay to him his deposit, with interest, and to pay the costs of investigating the title and consequent thereon, and the costs of the summons. The testator's personal estate was insufficient for the payment of his debts, and it was contended that the will charged the testator's debts on his real estate, and gave the trustees power to sell the real estate for payment of debts. Chitty, J., made the order asked by the summons.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the vendor's case was put on two grounds. (1) It was said that the will charged the testator's debts on his real estate. In his lordship's opinion it did not. There was no direction to the trustees to pay debts. Power was given to them to adjust and pay all claims on the estate. It was a power to pay what the trustees might consider ought to be recognised as debts. It gave them authority to recognise what they could not otherwise recognise as debts. When a testator directed his debts to be paid by his trustees it was their imperative duty to pay them,

but here there was no direction to pay the debts. (2) The other point arose thus. After the purchaser's solicitors had taken the objection that the vendors could not make a good title, the vendors said that they could make a good title if the testator's children would concur. It had not even yet been ascertained who the children were, and there was this still greater difficulty, that the title which would have to be investigated would be that of the children, not that of the trustees. This was a different title from that which the purchaser had agreed to take. FRY, L.J., said that the general scope of the clause in the will which was relied on was obviously to facilitate the management and winding up of the estate. In his lordship's opinion the words did not charge the debts on the real estate. The object was to authorize the trustees to determine what claims against the estate ought to be allowed, and to pay them out of such funds as might be liable to pay them. There was no intention to make the real estate the fund out of which the debts were to be paid. No decided case had been found in which an authority to trustees of a will to pay debts had been held to create a charge of debts on real estate. As to the other point, if at an early stage of the proceedings the vendors had offered the concurrence of the beneficiaries, and had shewn that they were willing to concur, and had offered the purchaser an opportunity of investigating their title, his lordship was not clear that the contract could not have been enforced. But it was not till after the time for completion had expired, the purchaser having already, so far as he could, repudiated the contract and demanded the return of his deposit, that the vendors' solicitors proposed the concurrence of the testator's children. This was too late. LOPES, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *O. Leigh Clare*; *Romer*, Q.C., and *Sefton Strickland*. SOLICITORS, *Burton, Yeates, & Co.*; *Roy & Cartwright*.

Re THOMPSON, BEDFORD *v.* TEAL—No. 2, 27th June.

MORTMAIN—CHARITABLE LEGACY—IMPURE PERSONALTY—CORPORATION BONDS—9 GEO. 2, c. 36—MUNICIPAL CORPORATIONS ACT, 1835, s. 92—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), ss. 139, 140.

This was an appeal from a decision of Stirling, J. (38 W. R. 249), the question being whether certain corporation bonds could be validly bequeathed to charitable purposes. The bonds in question were:—(1) A mortgage of the Bradford Corporation for £400, dated the 1st of April, 1887, and expressed to be made under the Bradford Improvement Act, 1850, and in exercise of all other powers vested in the corporation or enabling them in that behalf, and to be a mortgage of the borough fund of the borough, and the rates, rents, profits, and other moneys forming that fund or arising or accruing therefrom. The Bradford Improvement Act, 1850, constituted the corporation the local board of health of the borough, but did not authorize them to charge the borough fund. The corporation were, however, authorized as the local authority to charge the borough fund by the Tramways Act, 1870, and by a provisional order made thereunder by the Board of Trade. There was evidence that the corporation were seised or possessed of (*inter alia*) the following real or leasehold property:—The town-hall of Bradford, the markets or market-places situate in Bradford, acquired by the corporation under the Bradford Corporation Act, 1866, and some surplus lands acquired by the corporation for the purpose of effecting an enlargement of the town-hall and improvements of the streets of the borough, but which had not yet been used for that purpose, and were, in the meantime, let to tenants of the corporation at yearly or other rents. (2) A mortgage of the Dewsbury Corporation for £500, dated the 7th of October, 1878, and expressed to be made under the Batley Corporation Waterworks Act, 1871, and the Dewsbury and Heckmondwike Waterworks Act, 1876, and to be a mortgage of the share and interest of the mayor, aldermen, and burgesses in the rates, rents, and money to be received in respect or by means of the waterworks of the Dewsbury and Heckmondwike Waterworks Board, and also, as a collateral security, the borough rates and borough fund or general district rates and public water rate of the borough. By section 111 of the Act of 1876 the corporation were empowered to charge the borough fund as a collateral security. With regard to the borough fund, the town clerk gave evidence that "the corporation is seised or possessed of the following hereditaments and real estate—viz., the town-hall, now in course of construction upon freehold land acquired by the corporation for the purpose; also the borough offices of Dewsbury, held by the corporation for an unexpired term of years under a lease thereof granted to the corporation. Some portions of the borough offices which are not required or constantly used by the corporation for their own use or that of their officers and servants are sublet by the corporation to the School Board, the Waterworks Board, and the Chamber of Commerce of Dewsbury as yearly tenants thereof, at certain rents, which rents are paid to the treasurer of the corporation and are by him carried to the credit of the account of and form part of the borough fund." (3) and (4) Two mortgages of the Wakefield Corporation for £500, dated respectively the 10th of May, 1881, and the 9th of December, 1884, and respectively expressed to be made under the Wakefield Corporation Waterworks Act, 1880, and to be mortgages of the share and interest of the mayor, aldermen, and burgesses in the revenues to be received in respect or by means of the waterworks authorized by the Act, and also, as a collateral security, the general district rates and district fund of the borough. By section 58 of the Act of 1880 it is provided that, for securing repayment of moneys borrowed under the authority thereof, the corporation may mortgage the water revenues and the district fund and general district rate, or either of them, and that the provisions contained in sections 236 and 239 of the Public Health Act, 1875, with respect to mortgages shall apply to mortgages granted under the powers of the Act now in statement. The town clerk deposed that the district fund consisted of the income and profits accruing from the various undertakings of the corporation, the proceeds of the general district rate, contributions from the county authority and from the Government in respect of the maintenance of main roads, and the rent of a cottage, the site of which, with other surplus lands, was acquired by the corporation under the Public Health Act, 1875, for the purposes of their sanitary department or undertaking. Section 92 of the Municipal Corporations Act, 1835, provides that all corporate property shall be carried to the account of a fund to be called the borough fund, and that that fund, subject to the payment of the debts of the corporation contracted before the passing of the Act and saving all rights, interests, claims, or demands of all persons or bodies corporate in or upon the real or personal estate of any body corporate by virtue of any mortgage or otherwise, shall be applied to various specified purposes, including the payment of the salaries of the mayor, recorder, and other officers; and in case the borough fund shall be more than sufficient for the purposes aforesaid, the surplus thereof shall be applied for the public benefit of the inhabitants and improvement of the borough. The Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), contains provisions substantially to the same effect (sections 139, 140, and schedule 5). Section 209 of the Public Health Act, 1875, provides for the constitution of the district fund. Section 175 empowers any local authority for the purposes of the Act to purchase or take on lease, sell, or exchange any lands, whether situated within or without their district. Stirling, J., held that all the bonds in question were obnoxious to the Mortmain Act, on the ground that the borough and district funds in the bonds respectively comprised rents of real estate.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the judgment of Stirling, J., was that the bonds gave an interest in or charge upon land within the meaning of the Mortmain Act. The Bradford and Dewsbury bonds fell under the same head, because, although in the one case the borough fund depended upon the Municipal Corporations Act, 1835, and in the other upon the Act of 1882, yet, as regarded the borough fund, the provisions of the two Acts were practically the same, and in each case there was a charge upon the borough fund, and that fund comprised rents of real estate. The Municipal Corporations Acts imposed a statutory duty to apply the borough fund in a specified way. The saving clause did not confer upon the corporation power to do anything which they could not otherwise have done, but merely provided against interference with existing rights. It was only intended that the corporation should be able to charge the surplus of the fund after applying it to the other purposes. His lordship was of opinion that those bonds did not constitute a charge upon real estate. As to the Wakefield bonds, his lordship was not satisfied by the evidence that the corporation had any surplus lands, and it was, therefore, unnecessary to consider whether section 175 of the Public Health Act, 1875, should be treated as incorporated with the Wakefield Corporation Act. BOWEN, L.J., said that in the case of the Dewsbury bond the statutory calls upon the borough fund must be first met, and the charge was only upon the floating balance. FRY, L.J., concurred. COTTON, L.J., added that the point upon which the decision of the appeal turned did not appear to have been brought to the attention of Stirling, J.—COUNSEL, *Cozens-Hardy*, Q.C., and *Swinfen Eady*; *Charles Browne*; *Colt*. SOLICITORS, *Fowler, Perks, & Co.*; *Torr & Co.*; *T. W. & T. B. Nelson*.

Re CRAWSHAY, DENNIS *v.* CRAWSHAY—No. 2, 2nd July.

PRACTICE—COSTS—SET-OFF—COSTS PAYABLE BY PARTY ENTITLED TO RECEIVE COSTS OUT OF A FUND—R. S. C., LXV., 27, SUB-RULE 21.

In this case a question arose as to a set-off of costs when a party who is ordered to pay the costs of an unsuccessful appeal is entitled, under a previous order in the same action, to receive costs out of a fund in court in the action. Sub-rule 21 of rule 27 of order 65 provides that "In any case in which, under the last preceding regulation" (that is, the rule relating to the costs of improper, vexatious, or unnecessary proceedings), "or any other rule of court, or by the order or direction of a court or judge, or otherwise, a party entitled to receive costs is liable to pay costs to any other party, the taxing officer may tax the costs such party is so liable to pay, and may adjust the same by way of deduction or set-off, or may, if he shall think fit, delay the allowance of the costs such party is entitled to receive until he has paid or tendered the costs he is liable to pay, or such officer may allow or certify the costs to be paid, and direct payment thereof, and the same may be received by the party entitled thereto in the same manner as costs ordered to be paid may be received." In *Batten v. Wedgwood Coal and Iron Co.* (29 SOLICITORS' JOURNAL, 100, 28 Ch. D. 317) Pearson, J., held that, under sub-rule 21, "costs which a party is ordered to pay personally may be set off against costs which he is entitled to receive out of a fund in court." In that case, on the hearing of the action on further consideration, it was held that the plaintiff was entitled to certain costs out of a fund in court. Two summonses taken out by the plaintiff were heard with the further consideration, and were dismissed, with costs. Pearson, J., ordered that the costs of the summonses, which the plaintiff was ordered to pay, should be set off against the costs which he was entitled to receive out of the fund. In the present case an appeal was dismissed, with costs to be paid by the appellant. Under an order made in the action by North, J., on the 4th of February the appellant was entitled to receive some costs out of a fund in court. Those costs had not yet been paid to him, but the taxation was nearly completed. The counsel for the respondent to the appeal asked the court to follow the decision of Pearson, J., and to order that the costs receivable by the appellant under the order of the 4th of February should be paid instead to the respondent so far as might be necessary to satisfy his taxed costs of the appeal, and that a direction might be given to the taxing master accordingly. It was suggested that the appellant would probably not be able to pay the costs of the appeal, and that, unless the order asked for were made, the taxation under the order of the 4th of

February would be completed, and the appellant would receive the costs payable to him under that order before the costs of the appeal could be taxed, and thus the respondent might lose his costs of the appeal.

THE COURT (COTTON, FRY, and LOPES, L JJ.) were of opinion that, under sub-rule 21, it was not necessary that a direction should be given by the court to the taxing master to allow a set-off, but that he could do so without any direction. And they ordered that the costs directed by the order of the 4th of February to be paid to the appellant out of the fund should not be paid for fourteen days, so as to give the appellant an opportunity of applying to the taxing master under sub-rule 21 for a set-off.—COUNSEL, *Napier-Higgins*, Q C, and *Townsend*; *Cozens-Hardy*, Q C, and *H. Fellows*; *J. Dixon*. SOLICITORS, *Hurford & Taylor*; *Pontifex, Hewitt, & Pitt*; *Cookson & Co.*; *Ashurst, Morris, & Co.*

Re STEVENS, VENN *v.* STEVENS—No. 2, 2nd July.

STAYING PROCEEDINGS UNDER ORDER—JURISDICTION.

In this case a question arose as to the power of the court to stay proceedings under an existing order, and to substitute for it in effect a different order. Upon an originating summons relating to the administration of the trusts of a will an order was made by Kay, J., in December, 1889, that W. and G., two of the defendants, should enter into a covenant with A., another of the defendants, to pay monthly into court a certain share of the profits of a business, to which a married woman was entitled, until the 31st of December after the death of the testator's widow (also a defendant), who was tenant for life under his will, and also that W. and G. should execute forthwith to A. a proper mortgage of certain freehold property belonging to them for securing the due payment of the monthly payments. Before the mortgage was completed the widow died, and the defendants W. and G. applied to Kay, J., to stay further proceedings under the order, on their paying into court a sufficient sum of money as security instead of executing the mortgage. Some of the other parties to the action would not consent to this, and Kay, J., held that without their consent he had no jurisdiction to stay proceedings. On the appeal reliance was placed on *Re St Nazaire Co.* (12 Ch. D. 88) as shewing that the court has no jurisdiction to rehear an order which has been passed and entered

THE COURT (COTTON, FRY, and LOPES, L JJ.) held that, without altering the original order, they could stay proceedings under it, on being satisfied that a sufficient sum for the security would be paid into court by the defendants W. and G.—COUNSEL, *Latham*, Q.C., and *Ingpen*; *Renshaw*, Q.C., and *Stallard*; *Medd*. SOLICITORS, *S. Hughes & Son*; *Deacon, Gibson, & Medcalf*.

High Court—Chancery Division.

Re PARSONS, STOCKLEY *v.* PARSONS—Kay, J., 2nd July.

WILL—CONSTRUCTION—GIFT TO NEXT OF KIN ON DEATH OF TENANT FOR LIFE—CONTINGENT TITLE—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 5.

This was an originating summons asking for the decision of the court whether one-third of a legacy of £1,600 to which the testatrix was entitled under the will of John Stockley was disposed of by the will of Mrs. Parsons or belonged to her husband in his marital right. John Stockley by his will left £1 600 to trustees upon trust for his daughter Eliza Bird for life, remainder to her husband for life, remainder for her children and issue, "and if there shall be no children or other issue of my said daughter who shall attain a vested interest in the said trust moneys, funds, and securities, then the same shall be in trust for such person or persons as at the time of the failure of the preceding trust would be my next of kin and entitled to my personal estate under the Statutes for Distribution of the Personal Estate of Intestates if I had then died intestate, and in the proportions in which they would be so entitled" John Stockley died in 1879. Eliza Bird died on the 21st of May, 1886, without leaving any husband or having had any issue. One of the next of kin of John Stockley, if he had died at the same time as Eliza Bird, was Elizabeth Parsons. She married in 1857, made a will dated in 1887, and died on the 10th of September, 1889, leaving a surviving husband. She was therefore married before the passing of the Married Women's Property Act, 1882, and section 5 would make the interest which she took after the passing of that Act as one of the next of kin of John Stockley, supposing him to have died at the same time as Eliza Bird, her separate property, unless she had a "contingent title" to it before the passing of the Act. The question was whether she had then a contingent title.

KAY, J., said that no one could have any estate or interest at law or in equity contingent or other in the property of a living person to which he hoped to succeed as heir-at-law or next of kin of such living person. He could only have a *spes successionis*. The law was the same under a limitation by will or settlement. The Married Women's Property Act excepted all property the "title to which, whether vested or contingent," had accrued before the Act. But, without straining the words, a possible next of kin of a person who was supposed to die at a future time could not be said to have a contingent title. Why should he give that meaning to the statute, in order to deprive a married woman of her right to separate property? His lordship referred to various authorities in support of this view, and said that the case of *Re Beaupre's Trust* (21 Ch. D. Ir. 397), although entitled to the highest respect, was not binding on English courts, and he had formed an opinion contrary to that decision. *Nemo est heres viventis* should be construed literally. There was no such character in law as the heir of a living person or as his statutory next of kin. There was a difference between a gift to "children" or "nephews" or even "kindred" of A. who should be living at his death and a gift to those who should then be his next of kin. During A.'s life the children, nephews, or kindred might have sufficient interest to take proceedings to protect the fund, but the next of kin could not; they had no existence while the *propositus* was living. His lordship agreed with the Irish judges that "title" in section 5 was equivalent to "interest," but no one could have any interest as heir or next of kin in the ancestor's lifetime. Such a possibility was not within the ordinary covenant to settle after-acquired property. The property in this case first accrued in title and interest to Elizabeth Parsons on the death of Eliza Bird, and by section 5 of the Married Women's Property Act she was entitled to it for her separate use, and it passed by her will.—COUNSEL, *Townsend*; *M. Ingle Joyce*; *Upjohn*. SOLICITORS, *Samuel Price & Son*; *Ullithorne, Currey, & Villiers*, for *C. B. Roche*, Daventry.

GREEN AND CO. *v.* BALFOUR, WILLIAMSON, AND CO.—Kay, J., 27th June.

ARBITRATION—WARRANTY—GOODS NOT UP TO SAMPLE—EXTENT OF SUBMISSION—CUSTOM OF TRADE—JURISDICTION OF ARBITRATORS.

In this case a question was raised involving an important trade custom at Liverpool. The defendants agreed to supply the plaintiffs with tinned salmon in the following terms:—"31st of July, 1889.—Messrs. Richard B. Green & Co.—Dear Sirs,—We have this day sold to you on account of our principals (Messrs. Balfour, Williamson, & Co.) about 1,000 cases 48s. White Star Packing Co.'s flat labelled Columbia River Salmon Spring Pack of 1889 Season. Shipment August, September. Quality guaranteed good merchantable and equal to the average of the Spring Pack of 1889 Season C. R. salmon at 22s. per case *ex* quay Liverpool. Payment cash for D/o *ex* quay Liverpool. If vessel or vessels be lost this contract to be void to extent of above salmon that may be declared on such vessel or vessels. Usual examination for customary allowances and general brokers' conditions. Any dispute to be settled by arbitration. Yours truly, David Scott & Co." On the 3rd of April, 1890, after the salmon had been delivered, the plaintiffs wrote to Scott & Co.:—"Dear Sirs,—Contract 31st of July, 1889; 1,000 White Star Salmon *ex Lord Canning*.—We do not consider the tender (as per samples examined by us to-day) equal to contract guarantee, and therefore must call for arbitration; and we appoint Mr. William Powell of Messrs. George Crosfield & Co. to act for us." Scott & Co. thereupon appointed a second arbitrator, and on the 11th of April, 1890, the arbitrators awarded "that the buyers accept the salmon and that the sellers make an allowance to the buyers of one shilling and sixpence (1/6) per case." The plaintiffs now moved to restrain the defendants from making the award a rule of court and from proceeding to enforce the same. They contended that the contract was in general terms, and not for the sale of particular articles or goods specified in any way, and that they therefore had a legal right to repudiate the contract if the goods delivered were not up to sample; and they insisted that they had not waived this right, but had only referred to the arbitrators the question of the quality of the salmon. For the defendants it was argued that by the trade custom of Liverpool, incorporated in the "general brokers' conditions" referred to in the contract, the reference to arbitration gave authority to the arbitrators to settle the whole matter and decide whether the goods were up to sample, whether they should be rejected, or whether they should be taken subject to compensation; and that the latter course was usual where the goods were merchantable although inferior; that the arbitrators had not exceeded their jurisdiction, and that, as there was no mistake apparent on the face of the award, the parties were bound by it.

KAY, J., said that on the evidence the only question submitted to the arbitrators was the quality of the salmon, and they had exceeded their authority. If the alleged custom existed it was not a reasonable custom. The matter must be referred back to the arbitrators upon the ground that they had exceeded their authority in saying that the buyer must take the goods, and the award must be set aside to that extent. Motion granted, with costs.—COUNSEL, *Martin*, Q.C., and *Pickford*; *Barnes*, Q C., and *Ingle Joyce*. SOLICITORS, *Ridsdale & Sons*, for *Mackey & Cornish*, Liverpool; *Rowcliffe & Rawle*, for *Dickinson, Dickinson, & Hill*, Liverpool.

Re HIRST'S MORTGAGE—North, J., 28th June.

MORTGAGE—POWER OF SALE—SALE OF SURFACE AND MINERALS SEPARATELY—PETITION FOR SANCTION OF COURT—SERVICE ON MORTGAGOR—25 & 26 VICT. c. 108, s. 2.

This was a petition by mortgagees of land in fee (presented under the Act 25 & 26 Vict. c. 108, s. 2) to obtain the sanction of the court to their selling the surface of the mortgaged property and the mines and minerals thereunder separately. The question arose, whether it was necessary that the petition should be served upon the mortgagor. Section 2 of the Act provides that "every trustee and other person now or hereafter to become entitled to dispose of land by way of sale, exchange, partition, or enfranchisement may, unless forbidden by the instrument creating the trust or power, so dispose of such land with an exception or reservation of any minerals, and with or without rights and powers of or incidental to the making, getting, or carrying away of such minerals, or may (unless forbidden as aforesaid) dispose of by way of sale, exchange, or partition, the minerals, with or without such rights or powers, separately from the residue of the land, and in either case without prejudice to any future exercise of the authority with respect to the excepted minerals or (as the case may be) the undisposed of land; but this enactment shall not enable any such disposition as aforesaid without the previous sanction of the Court of Chancery, to be obtained on petition in a summary way of the trustee or other person authorized as aforesaid, which sanction, once obtained, shall extend to the enabling from time to time of any disposition within this enactment of any part or parts of the land comprised in the order to

be made on such petition, without the necessity of any further or other application to the court." In the present case the mortgage deed did not contain any power of sale, but the mortgagees intended to sell under the statutory power conferred by the Conveyancing Act. The deed did not contain any prohibition of a sale of the surface and the minerals separately from each other. The petition had not been served upon anyone. In *Re Beaumont's Mortgage Trusts* (19 W. R. 767, L. R. 12 Eq. 86) Malins, V.C., held that a petition under the Act could be presented by a mortgagee, on the ground that he was included in the words "other person authorized to dispose of land by way of sale." In that case the petition was presented by first mortgagees and the mortgagor, and the Vice-Chancellor held that it was not necessary that it should be served on subsequent mortgagees. He was of opinion "that every mortgagee standing behind another mortgagee is bound to know that the prior mortgagee may sell the land comprised in the security with an exception of the minerals." In *Re Palmer's Will* (L. R. 13 Eq. 408) Wickens, V.C., held that the *cestuis que trustent* ought to be made parties to a petition by trustees for the sanction of the court to a sale of surface apart from the minerals underneath it. In *Re Wilkinson's Mortgaged Estates* (L. R. 13 Eq. 634) a petition under the Act was presented by first mortgagees and a sub-mortgagee. There were some subsequent mortgagees. The mortgagor had settled the equity of redemption upon himself and his wife for life, with remainder to the children of the marriage. On the hearing of the petition two puisne incumbrancers appeared. One of them supported the petition, the other opposed it, on the ground that the Act did not apply to mortgagees. The wife and some of the children of the mortgagor also appeared and opposed the petition, on the ground that the petitioners had, before the presentation of the petition, instituted a foreclosure suit against the mortgagor and his wife and children and the other incumbrancers, that that suit had been set down for hearing, and that the petition was not entitled in the suit. Wickens, V.C., said that the decision in *Re Beaumont's Mortgage Trusts* was conclusive that the Act applied to mortgagees as well as to trustees. He was not asked to authorize a sale pending a foreclosure suit, which, if his consent were necessary, he should have had no difficulty in doing. The Vice-Chancellor added: "I am also satisfied that the order may be made notwithstanding the opposition of one of the later mortgagees, or the mortgagor. In this respect *Re Beaumont's Mortgage Trusts* is an *à fortiori* case, because it was there held that the appearance of the subsequent incumbrancers might be dispensed with. I conceive, therefore, that Malins, V.C., would have held, if necessary, that the mortgagor could be dispensed with. But, independently of this, I should be most unwilling to lay down a rule which might give a subsequent incumbrancer with the remotest possible interest, or a mortgagor whose equity of redemption might be worth nothing, a position which might enable him to get bought off by refusing to allow the mortgagee to exercise his power of sale in a manner which he thinks, on good grounds, the most advantageous." On the authority of *Re Beaumont* and *Re Wilkinson* it was argued in the present case that it was not necessary to serve the petition on the mortgagor.

NORTH, J., held that the mortgagor ought to be served. He thought there was no distinction in principle between a mortgagor and a *cestui que trust*.—COUNSEL, *Swinfen Eady*. SOLICITORS, *Taylor, Hoare, & Boz*.

High Court—Queen's Bench Division.

MUMFORD *v.* COLLIER—26th June.

BILL OF SALE—ATTORNMENT CLAUSE IN MORTGAGE—VALIDITY—CREATION OF TENANCY—RIGHT TO POSSESSION—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31), s. 6.

This case raised an important question as to the effect of the Bills of Sale Acts upon attornment clauses in mortgage deeds. By an indenture of mortgage of the 25th of March, 1884, the defendant granted to the plaintiff certain freehold premises, together with the fixed and movable machinery, plant, and utensils fixed or placed upon or used in or about the said premises as security for a sum of £6,000 and interest, and the defendant attorned tenant to the plaintiff in respect of the said premises. The attornment clause was in the usual form. The interest being in arrear, the plaintiff gave notice to the defendant to determine the tenancy, and on the expiration of the notice brought this action, claiming possession and mesne profits. The plaintiff's application for leave to enter final judgment under order 14 was granted by the master. The defendant appealed to the judge in chambers, who referred the matter to the court. Section 6 of the Bills of Sale Act, 1878, provides that "every attornment, instrument, or agreement not being a mining lease whereby a power of distress is given, or agreed to be given, by any person to any other person by way of security for any . . . debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale within the meaning of this Act of any personal chattels which may be seized under such power of distress; provided that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee being in possession shall have demised to the mortgagor as his tenant at a fair and reasonable rent." It was contended on behalf of the defendant, on the authority of *Re Willis, Ex parte Kennedy* (36 W. R. 793, 21 Q. B. D. 384), that the attornment clause was within the section and not within the proviso, and was, therefore, void, and gave the plaintiff no right to possession when the mortgage interest was in arrear. *Thomas* v. *Kelly* (37 W. R. 353, 13 App. Cas. 506) and *Davies* v. *Rees* (34 W. R. 573, 17 Q. B. D. 408) were also cited. The plaintiff's contention was that the section did not affect real property, and that an attornment clause was good, except as regards chattels seized under a distraint for rent; it might be good in one part and bad in another: *Re Burdett, Ex parte Byrne* (36 W. R. 345, 20 Q. B. D. 310), *Daubuz* v. *Lavington* (32 W. R. 772, 13 Q. B. D. 347).

LORD COLERIDGE, C.J.—In this case we have to contribute a fresh chapter, or rather section, to the already voluminous literature of cases dealing with the Bills of Sale Acts. The present point, however, seems to be one which has not been raised before. In an ordinary deed of mortgage, given as a security for money advanced, there is an ordinary clause of attornment, whereby the mortgagor is made tenant and the mortgagee landlord of the mortgaged property. Nothing is said about seizure of goods, but, of course, the ordinary incidents of the relationship of landlord and tenant follow, whereby the landlord has power to distrain for non-payment of rent. [His lordship then referred to section 6, and continued:—]. One must not fight against the plain meaning of words, but it does not follow that words which, in certain circumstances, would bring the case within the mischief of the Act must, therefore, be altogether void. It is clear that the tenancy created by an attornment clause in a mortgage deed is a sufficient foundation for an action for possession within the provisions of ord. 3, r. 6 (F), and ord. 14; but it is said that that will not do, because the words of the Act have made it void altogether; it is said they have made it a bill of sale, and it is, therefore, void as being unregistered and not in the prescribed form. It is void if it be a bill of sale. Now it certainly is not, as is pointed out by Lindley, L.J., in *Ex parte Kennedy*, within the mischief of the Act. Does it come within the words of section 6? What that section enacts is, granting that the attornment is for the purpose of further security, and granting that under it goods are seized, it shall be deemed to be a bill of sale as to those goods. Therefore, section 6 has no application in the present case. Looking at the purpose of the Act, it is difficult to understand the proviso to the section. There have been decisions on it, and the courts have said that an attornment which creates the relation of landlord and tenant is within the mischief, but that if the mortgagee enters into possession and re-demises it to the mortgagor it is not within the mischief. Once the mortgagee is in possession he is within the proviso and is protected: *Ex parte Kennedy*. That is a fine distinction, but it has nothing to do with this case, which is to be decided upon the words in the body of the section without reference to the proviso. It is said that since the attornment clause would be bad as to goods seized under it, it is bad altogether, but the answer is clear and conclusive; the Act does not include real property within its scope; it is directed at the ownership of personal property, the object being that all the world shall know the real position of a man who appears to be the owner of personal chattels when he has given to another the control over them. It was never intended to interfere, and does not by its terms interfere, with real property. It is real property which is concerned here, and therefore the appeal must be dismissed. WILLS, J.—I am entirely of the same opinion. The argument on behalf of the appellant was quite intelligible: it amounted to this—in no mortgage deed can an attornment clause any longer be supported, because it comprehends a security over personal chattels, and, being incapable of being made in the statutory form, it is void. That is a very strong proposition, and it is scarcely to be supposed that the Legislature would have adopted legislation which would affect nearly every mortgage security ever given by words whose meaning is not plain and obvious. An attornment clause has two parts—it creates the relation of landlord and tenant, and it confers a power of distress as incident thereto. As creating that relation it deals with real property, as giving the power of distress it is held to be a bill of sale, and therefore void. But I cannot think that in so far as it creates the relation of landlord and tenant it is struck at by the Act. It is not, I think, within the words of section 6. I do not know why we should go beyond those words and hold that the clause is a bill of sale as to that part of it: that would be beyond the purview of this legislation. *Re Burdett* is not decisive of this matter, but it has a considerable bearing upon it, for the attornment clause here, as the property in that case, is divisible, and to one part of it the Act has no application. I therefore agree with the judgment of the Lord Chief Justice. Appeal dismissed.—COUNSEL, *Hansell; C. C. Scott*. SOLICITORS, *Davidson & Morris; Snow, Snow, & Fox*.

REG. *v.* THE COUNTY COUNCIL OF HEREFORD—23rd June.

LOCAL GOVERNMENT—PENSION—LUNATIC ASYLUM—CHAPLAIN NOT RESIDING IN ASYLUM—OFFICER IN THE ASYLUM—RIGHT OF CHAPLAIN TO PENSION—LUNATIC ASYLUMS ACT, 1853, s. 57.

Rule for a *mandamus* calling on the County Council for the County of Hereford to shew cause why they should not pay to the Rev. C. Bulmer a certain sum as a superannuation allowance, which had been granted by the visiting judges and confirmed by the quarter sessions before the county council was established. Mr. Bulmer had been for eighteen years the chaplain of the Hereford Lunatic Asylum, appointed under the Lunatic Asylums Act, 1853 (16 & 17 Vict. c. 97), section 55 of that Act enabling the visiting justices to appoint a chaplain, who shall be in priests' orders and licensed by the bishop. By that section the chaplain is to perform in the chapel of the asylum the service of the Church of England, but he was not required to reside in the asylum, as some of the other officers were. Mr. Bulmer did not reside in the asylum, but he resided at a benefice which he held about two miles distant from the asylum. His salary as chaplain was £150 a year; he was fifty-four years of age, and he wished to resign the chaplaincy on the ground of his age and his increasing infirmity, and that he was incapable of performing satisfactorily the duties of the chaplaincy, in conjunction with his duties as incumbent of a parish. The visiting justices granted him a superannuation

allowance of £50 a year, and this was confirmed by the sessions, but the county council of the county refused to pay it, as some objection was made that Mr. Bulmer was still able to perform the duties of the chaplaincy. Section 57 of the Lunatic Asylums Act, 1853, enacts that, "in case any superintendent, chaplain, matron, or any officer or servant of any asylum become, from confirmed sickness, age, or infirmity, incapable of executing the office in person, or have been an officer or servant in the asylum for not less than twenty years, and be not less than fifty years of age, it shall be lawful for the committee of visitors of such asylum, if in their discretion they think fit so to do, but not otherwise, to grant to such superintendent, chaplain, &c., such annuity by way of superannuation as they, in their discretion, think right." The same words are used in the recent Lunacy Act, 1890 (53 Vict. c. 5), section 280 of which, dealing with pensions, provides that "the visiting committee may grant to any superintendent, chaplain, matron, or other officer or servant of the asylum, who is incapacitated by confirmed illness, age, or infirmity, or who has been an officer or servant in the asylum for not less than fifteen years, and is not less than fifty years old, such superannuation allowance as the committee think fit." For the county council it was urged, against granting the pension, that this particular chaplain was not entitled to an allowance as he was not resident in the asylum, that the section only intended to give pensions to those officers or servants of the asylum who resided *in* the asylum and gave their whole time to the duties of the office, but did not intend to give pensions in a case like the present, where the chaplain did not reside *in* the asylum, but resided and carried on other duties at a distance from the asylum, and also that he was not so incapacitated by age or infirmity as to be unable to perform the duties of that office—namely, the chaplaincy. For Mr. Bulmer it was contended that the distinction between an officer in the asylum and an officer of it was a casual one, and of no importance.

THE COURT (Lord COLERIDGE, C.J., and WILLS, J.) held that there was no ground for the distinction between officers *of* and officers *in* the asylum, and that there was no good reason for making such a distinction; that the chaplain, while he performs his duties, must perform them *in* the asylum, and while he performs these services in the asylum he must be an officer in the asylum, whether he resides in it or not, as well as an officer of the asylum, and that it was not necessary for him to give the whole of his services to the asylum to be an officer of or in the asylum, and that, therefore, on the point of law, the chaplain was qualified to receive a pension; and, as to the second point, of his incapacity through age or infirmity, that was a matter for the visiting justices to determine, and they had determined it in favour of the chaplain. Rule absolute for a *mandamus*.—COUNSEL, *Jelf*, Q.C., and *Austin; Asquith*, Q.C., and *A. T. Lawrence*. SOLICITORS, *A. Hunt; Barlow & James*.

Bankruptcy Cases.

Re **PRINCE A. V. DULEEP SINGH**, *Ex parte* **CROSS**—C. A. No. 1, 20th June

BANKRUPTCY PETITION—DOMICIL OF DEBTOR—CHANGE OF DOMICIL—INTENTION — ONUS PROBANDI — BANKRUPTCY ACT, 1883, s. 6, SUB-SECTION 1 (*d*).

This was an appeal from the dismissal by Mr. Registrar Linklater of a bankruptcy petition, on the ground that the debtor was not "domiciled in England," as required by sub-section 1 (*d*) of section 6 of the Bankruptcy Act, 1883. The debtor was the son of the Maharajah Duleep Singh, formerly the Sovereign of the Punjaub. The Maharajah was born in September, 1838, and in 1849, on the conquest of the Punjaub by the British army, he entered into a treaty with the East India Co., called the Treaty of Lahore, by which he renounced the sovereignty of the Sikhs, and the company agreed to allow him a pension, upon condition that he complied with the terms as to his place of residence which should be imposed upon him by the Governor-General of India. The only condition imposed was that the Maharajah should not reside in India. He thereupon came to England, and resided here as an English country gentleman until 1886. In 1882 he was made a justice of the peace for the county of Suffolk. On February 19, 1857, all restrictions as to his place of residence were withdrawn by the East India Co. in a letter written to him on behalf of the company. In 1864 he married a German lady at Alexandria, and on July 10, 1866, the debtor was born in England. He was educated at Eton. By a private Act of Parliament, passed in 1882, called the Maharajah Duleep Singh's Estate Act, 1882, real estates which he had purchased in England were settled in the manner usual in an ordinary English settlement. In 1886 the Maharajah left England with his wife and son for Madras, and on his way he issued a proclamation to the Sikhs, claiming to be the Sovereign of the Punjaub. He was stopped at Aden by the order of the Indian Government, and prevented from going on to India, and since that time he had resided in France and Russia. His wife and son returned to England with his consent, and the debtor continued to reside in England with his mother at his father's expense until, in February, 1888, he entered the British army as an officer. The debtor came of age in July, 1887. When he joined the army he went with his regiment to Canada. On behalf of the petitioning creditor it was argued that, by the Treaty of Lahore, the Maharajah ceased to be a Sovereign and became a British subject, and that when the debtor was born his father had acquired a domicil of choice in England, and therefore the debtor had his domicil of origin in England. During his minority he followed the domicil of his father, and no doubt the father, in 1886, when he left England, abandoned his English domicil and resumed his domicil in the Punjaub. The debtor took that domicil of his father, so long as he was an infant, but, when he came of age, in July, 1887, being then resident in England, and continuing to reside here, he must be taken to have resumed his domicil of origin in England. In the case of a person who was born in England, and who was educated there, and had resided there for so many years, very slight evidence was necessary to shew such an intention.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that the Treaty of Lahore was made for the Maharajah in 1849, when he was about ten years old, and he was brought to England to reside here. He had no will about the matter then. He was to retain his title of Highness and receive an allowance, but the allowance depended upon his residing where he was directed to reside by the Government of India. That restriction as to residence was in terms withdrawn in 1857, but his lordship did not believe that it was withdrawn with the intention of allowing him to go back to the Punjaub. Therefore, all the time he was living in England he was subject to the rules and orders of the Indian Government. What was the true inference of fact? Did the Maharajah choose a domicil in England? Did he ever intend to give up his domicil in the Punjaub, and never to return there? Looking at all the facts, his lordship had no doubt that the true inference was that the Maharajah, from the moment he had a will of his own, intended to return to the Punjaub, and to become Sovereign of the Sikhs again, whenever he could. It was only the superior power of England which prevented him from doing so. In his lordship's opinion, therefore, the Maharajah never acquired a domicil in England, but retained his domicil in the Punjaub. The son, therefore, also took his father's domicil in the Punjaub so long as he was under age. But, even assuming that the Maharajah abandoned his domicil in the Punjaub, and chose an English one, still, before his son came of age he had abandoned his English domicil and had reverted to his domicil of origin in the Punjaub, and his son, being under age, took the domicil of the father. In either case, at the moment before the son came of age he had not a domicil in England. The petitioning creditor must shew the abandonment by the son when he came of age of the domicil which he had the moment before he came of age, and the adoption of an English domicil. The burden of proving the election of the son to adopt an English domicil lay, as was held in *Ex parte Cunningham* (28 SOLICITORS' JOURNAL, 597, 13 Q. B. D. 418), upon the petitioning creditor. The son's living in England for a few months with his mother after he came of age was no evidence of a choice of domicil in England, nor did the fact of his entering the army, though it might be some evidence, help the case much. The registrar was right in coming to the conclusion that the evidence was insufficient to prove that the debtor had elected to abandon his father's domicil and to take an English one. LINDLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, *Dicey*, Q.C., and *F. Cooper Willis*; *Lumley Smith*, Q.C., and *Herbert Reed*. SOLICITORS, *Chester & Co*; *Warren, Gardner, & Murton*.

Ex parte **CONSTABLE**, *Re* **LORRIMAR**—Q. B. Div., 25th June.

BANKRUPTCY PETITION—ALLEGATION OF ACT OF BANKRUPTCY—NON-COMPLIANCE WITH BANKRUPTCY NOTICE—FORMAL DEFECT—AMENDMENT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (*g*)—BANKRUPTCY RULES, 1886, APPENDIX, FORM 10.

An important point of practice was raised in this case, which was an appeal by the petitioning creditor from an order of the registrar of the county court at Kingston-on-Hull dismissing a bankruptcy petition presented against the debtor on the ground that the act of bankruptcy was not sufficiently alleged. The petition in question, after stating in the usual form that the debtor had for the greater part of six months next preceding the presentation of the petition resided within the district of the court, and that he was justly and truly indebted to the petitioning creditor in the sum of £87, alleged as the act of bankruptcy committed by the debtor, "Non-compliance with a bankruptcy notice issued out of this court on the 13th day of May, 1890, and duly served upon the said Edward Lorrimar on the 13th day of the said month." At the hearing of the petition a preliminary objection was taken by the solicitor for the debtor that the act of bankruptcy was not sufficiently alleged upon the face of the petition, and it was dismissed by the registrar on that ground. The petitioning creditor having appealed from that decision, it was now contended in opposition to the appeal that by the form provided for a creditor's petition in the appendix to the Bankruptcy Rules, 1886, the nature and date or dates of the act or acts of bankruptcy relied on must be definitely alleged, and that although in ordinary cases the act of bankruptcy is complete seven days after service of a bankruptcy petition, as the time may be extended the allegation in the present case was insufficient. It was further submitted that a proper allegation might be the failure of the debtor on a certain date to comply with the terms of a bankruptcy notice served on him on a certain date; or that on a specified day a bankruptcy notice was served on the debtor requiring him to pay the debt, and that on a specified day he had failed to pay the debt, or to secure or compound for it, or to satisfy the court that he had a set-off or counter-claim.

THE COURT (CAVE and A. L. SMITH, JJ.) allowed the appeal. CAVE, J., said that it was very unfortunate that this technical objection had been allowed to prevail. The registrar ought not to have dismissed the petition. The objection was a purely technical one, and the registrar ought to have amended the petition and heard the case on the merits. The debtor stated that he had something to say on the merits, and on that point he had not been heard. The order dismissing the petition must be discharged, and the case must go back to the registrar with a direction to amend. The costs in that court and in the court below to be added by the creditor to the costs of the petition if adjudication took place. If the petition was dismissed the costs of the appeal to be paid by the debtor. A. L. SMITH, J., concurred.—COUNSEL, *Yate Lee*; *Herbert Reed*. SOLICITORS, *Collyer-Bristowe & Co.*, for *Stamp, Jackson, & Birks*, Hull; *Bell, Brodrick, & Gray*, for *J. T. & H. Woodhouse*, Hull.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING TO BE HELD ON THE 11TH OF JULY, 1890.

Notices of Motions.

Mr. JOHN HUNTER will move:—

"That the following resolution, passed at the special general meeting held on the 25th of April, 1890, be confirmed—viz.:—

"That rules 3 and 4 of the rules and regulations of the Law Society Club be altered as follows:

"Rule 3.—That in lines 3 and 4 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members of the club taking out town certificates.

"Rule 4.—That in lines 5 and 6 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members who do not take out annual certificates, if they hold any offices in the Supreme Court of Judicature, or reside within ten miles of the General Post Office, in the City of London."

Mr. F. K. MUNTON will move:—

"1. That, having regard to the large accession of members during the last three years, and to the desirability of promoting professional amity, it would be expedient that the council should organize one or more annual subscription conversaziones, in lieu of the meeting hitherto held in April."

"2. That, referring to the appointment in January last of a committee of the society to confer with the Bar Committee upon the best mode of facilitating the dispatch of business in the Chancery Division, the council be empowered to forward to the proper authorities any report made by the committee so appointed."

Mr. CHARLES FORD will move:—

"That the interests of the public require the repeal of so much of section 72 of the County Courts Act, 1888, as prohibits the solicitor of a suitor from retaining another solicitor to appear in a county court as an advocate for the suitor."

ANNUAL REPORT.

The following are extracts from the annual report of the council:—

Number of Members.—The society now consists of 6,350 members, of whom 3,020 practise in town, and 3,330 in the country; 382 new members have joined the society during the past year, and, after deducting the loss caused by death and other causes, the increase is 127.

Vacancies on the Council.—There are 11 vacancies on the council, 10 of which are caused by the retirement of 10 members of the council who go out of office in rotation, and one by the resignation of Mr. John Moxon Clabon, of London. Mr. Clabon has been a member of the council for 25 years, for 14 of which he also acted as a member of the Examinations Committee. His retirement is a source of much regret.

Solicitors Act, 1888.—Last year the council informed the members that they had obtained an Act of Parliament providing amongst other things for the appointment of a committee of seven members of the council to hear all applications for removing the name of a solicitor from the roll or requiring him to answer allegations contained in an affidavit, and, if necessary, to report their finding to the court. The last report contained full information as to the rules which had been made in pursuance of the Act. Since the Act came into operation on the 1st of February, 1889, 183 applications have been made to, and considered by, the committee; of these, 80 did not disclose any such cause for complaint against the solicitor as required an answer from him; 22 were by solicitors who, for various reasons, applied to have their names removed from the roll on their own request; and 63 cases were heard, with the result that 29 were, by the leave of the committee, withdrawn; in 14 cases the committee reported that no *primâ facie* case was made out; and in 20 they reported adversely to the solicitors. Of these last the court in one case, accepting the recommendation of the committee, did not make any order; in 5 the solicitors were suspended from practice for a greater or less period, and 8 were struck off the rolls. The remaining 6 cases have not yet been reached. Of the remaining 18 cases, 2 were not dealt with because the solicitors complained of had been punished under other applications, and 16 are awaiting hearing. In addition to the cases dealt with by the committee under the Act, 7 cases of conviction of solicitors for criminal offences have, under authority of the council, been brought before the court, and the names of the offenders removed from the roll.

Professional Purposes.—The council have during the past year obtained convictions against unqualified persons in nine cases under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 68).

Solicitors' (Magistracy) Bill, 1890.—In their last report the council informed the members that they had petitioned in favour of a Bill the object of which was to make practising solicitors eligible as justices of the peace for any county, notwithstanding that they may practise within that county. The Bill has again been introduced this session in practically the same shape, and the council have again petitioned in its favour, pointing out that, although solicitors are now restrained from acting as justices in counties in which they practise, they may, nevertheless, act as such in boroughs, which appeared to be an anomaly for which no adequate reason exists. The council urged that it would be for the public advantage that men who have had a legal training, and who possess the knowledge and experience which solicitors acquire, both before admission and in the course of their practice, should not be restrained from administering justice in magisterial courts in their own counties. It was, however, added that it would be desirable that the Bill should contain a provision to the effect that any solicitor appointed to act as a justice for the county in which he carried on business should not, either directly or indirectly, by himself or his partner, practise in any court in which he might sit as a justice. The petition was placed in the hands of the Right Hon. H. H. Fowler, M.P., who kindly presented it to the House of Commons.

Solicitors' Remuneration Order.—The council continue to receive numerous applications from members of the society for their opinion on questions arising under this order, or otherwise, as to professional charges, and a committee of the council sit every fortnight to deal with these questions.

Call of Solicitors to the Bar.—In pursuance of the resolution passed at Newcastle-upon-Tyne in October, 1888, the council communicated with the four Inns of Court, and set forth in detail the reasons against the regulation which made it imperative on a solicitor who wished to be called to the bar to cease from practice for one year, and urged upon the benchers of the various Inns the justice of altering their regulations by providing that a solicitor who has for five years been admitted, or qualified for admission, may be eligible to be called to the bar without keeping any terms, provided he, on examination, satisfied the authorities that he possessed the necessary legal knowledge and the same qualifications as to education and character as are required of students for the bar—the preliminary examination required by the society being accepted as a sufficient educational test. The council have much satisfaction in reporting the adoption by the benchers of this suggestion. One of the consolidated regulations of the four Inns of Court now provides as follows: "14. A student who previously to his admission at an Inn of Court was a solicitor in practice for not less than five years (and, in accordance with Rule 7, has ceased to be a solicitor before his admission as a student), may be examined for call to the bar without keeping any terms, and may be called to the bar upon passing the public examination required by these rules without keeping any terms; provided that such solicitor has given at least twelve months' notice in writing to each of the four Inns of Court and to the Incorporated Law Society of his intention to seek call to the bar, and produce a certificate signed by two members of the council of the Incorporated Law Society that he is a fit and proper person to be called to the bar."

Lord Field.—On the occasion of the retirement of Mr. Justice Field from the bench, and his elevation to the peerage as Lord Field of Bakeham, the council unanimously passed a resolution congratulating his lordship—who during the early part of his professional career had practised as a solicitor—upon his receiving the well-deserved honour of a peerage which Her Majesty had been pleased to confer upon him in recognition of his long and eminent services as one of Her Majesty's judges.

The late Mr. Justice Manisty.—On the death of Mr. Justice Manisty, who had also in his early days practised as a solicitor, a resolution was unanimously passed by the council on behalf of the society, conveying to Lady Manisty and the family of the late Mr. Justice Manisty the expression of their sympathy and condolence under the loss which they had sustained by his death.

Rules of the Supreme Court.—Last year the council stated that, in conjunction with the Bar Committee, a joint application had been made to the Lord Chancellor asking that a sufficient opportunity should be afforded to them for the consideration in draft of any proposed rules. The matter was brought before the Annual Provincial Meeting at Leeds last October, when the council were requested to continue their endeavours in this direction, and they have this year prepared a Bill to secure the publication of rules in draft, and after communications with the authorities it has been introduced into Parliament by the Right Hon. H. H. Fowler, M.P., and has been read a first time. The council are of opinion that, if this Bill is passed, it will secure to the profession and the public an opportunity of discussing, and, where desirable, of procuring amendments of proposed rules before they come into operation. The council are now frequently consulted by the rule-making authorities on the drafts of rules affecting the practice of the profession.

Supreme Courts of Judicature (Procedure) Bill.—The council considered this Bill, which was introduced into the House of Commons by Mr. Finlay, Q.C., M.P., the object of which is to abolish Divisional Courts, except for the hearing of certain proceedings. This alteration was recommended by the council in 1882, and again in 1884. The council expressed their approval of the principle of the Bill, subject to a provision being introduced into it to the effect that the decision of a judge in chambers should be final, except in the following cases, viz.: (1) If the Court of Appeal in the special circumstances of the particular case gives leave to appeal; (2) if the order is one for final judgment under order 14; (3) if the judge has granted, or has refused to grant, an injunction or to appoint a receiver; and (4) if the order is one finally staying an action. The council consider that the jurisdiction of the Divisional Courts need not be retained for applications against solicitors. In their experience the decisions in the cases which have been disposed of in the Chancery Division before a single judge have been as satisfactory as those in the Divisional Courts. These views were communicated to the Lord Chancellor, the Attorney-General, and Mr. Finlay.

Judicature Fees.—The council have considered the subject of the decrease in the receipts from judicature fee stamps during the past three years, as to which the Treasury have recently been in communication with the Lord Chancellor, and on which their opinion has been asked. The printed returns from the various departments, which have been addressed to the Lord Chancellor and laid before the council, shew in considerable detail the deficiency. The main items which appear to require notice are those relating to the Associates, Taxing, Affidavit, and Writ Departments in the Queen's Bench Division, and to the Probate Registry. It is a matter of common knowledge that Queen's Bench actions in which mercantile men are engaged have very greatly diminished in late years, and the statement in the

return by Master Pollock, "that there are now in every department of trade lay arbitrators," and that "there is an increasing practice of resorting to them for the determination of mercantile disputes," cannot be doubted, although there may be some question as to the correctness of his opinion that these lay arbitrators, "from their special knowledge, command the confidence of business men." One of the chief causes appears to be the risk of costs to which the litigants may be exposed. Apart from the expense involved by interlocutory applications and appeals, the modern system of giving a successful appellant his costs in the Court of Appeal, and also in the court below, has instigated appeals, and made it impossible for the advisers of a proposed litigant to intimate the possible amount of costs which the litigation may involve. The delay, particularly in the time of hearing actions, also has a very unfortunate effect. Business men prefer having their differences (in all cases in which they do not involve questions of principle) decided, in one way or the other, promptly, than to await the decision by a tribunal which, if its decisions could be obtained, would command more confidence, but where the cost of obtaining a decision and the period with which a decision can be counted upon with certainty are unknown factors. Changes of partnership take place, and it is more than inconvenient that accounts should be outstanding over long periods, and for these and other similar reasons commercial men choose the lesser evil and prefer lay arbitrators to decisions in the court. The commercial actions which are still brought before the court consist of cases involving important matters of principle where both parties desire a judicial decision, and where, in most cases, the facts are admitted or are incontestable, and cases in which the defendant simply desires to obtain delay, and where the plaintiff is forced to commence proceedings, and the defendant's case breaks down at the hearing. The council are aware that the above reasons will not account for more than a substantial portion of the falling off in the business of the Queen's Bench Division. They can, however, only attribute the remainder of this falling off to accidental circumstances and to the fact that the recent improvement in trade has much decreased the number of "debt-collecting" actions. As regards the Probate Registry, the council were unable to offer any definite suggestions The receipts here will, perhaps, always be subject to considerable variations year by year.

LAW STUDENTS' JOURNAL.

RECENT STUDENTS' BOOKS.

THE STUDENTS' BLACKSTONE. ELEVENTH EDITION. By R. M. N. KERR, M.A., Barrister-at-Law. Reeves & Turner.

A new edition of this useful little text-book will be welcomed by any layman who wishes to get a general view of the laws of England. Omitting Blackstone's introductory chapter on the study of the law, the present author follows closely the arrangement of Blackstone, and presents a fair abridgment of the original text. The work also purports to adapt the commentaries to the "present state of the law." In furtherance of the last-mentioned object, we notice that the subject of bankruptcy is brought down to date, and that references are given to such recent statutes as the Guardianship of Infants Act, 1886, Settled Land Act, 1882, &c. There is also a useful sketch of the functions of county councils. Part of the text, however, has not been sufficiently revised in this respect, and we notice passages which are hardly correct law since the Conveyancing Act, 1881. The Act 9 Geo. 2, c. 36, notwithstanding that it is superseded by the Mortmain and Charitable Uses Act, 1888, is mentioned as still governing the law relating to dispositions in favour of charities.

AN ANALYSIS OF THE NINTH EDITION OF SNELL'S PRINCIPLES OF EQUITY. By E. E. BLYTH, LL.D., &c. THIRD EDITION. Stevens & Haynes.

Mr. Blyth's analysis of Snell is so well known by candidates for the final that we need not discuss its merits. As a rule, the analysis is read twice or thrice, and the original once. It is essentially a companion work, as parts of it convey no meaning unless read in conjunction with the Principles. How many students have run away with erroneous notions from the words on Mistake—"As a general rule, the remedy is rectification where the mistake is mutual; rescission where the mistake is unilateral"! Still, if properly used, the work is useful, especially on the evening before the examination, and faithfully reproduces the original in a condensed form.

LEGAL NEWS.

APPOINTMENTS.

The ATTORNEY-GENERAL, Sir RICHARD WEBSTER, Q.C., M.P., has been elected a Director of the LAW Life Assurance Society, in the room of Mr. J. J. Johnson, Q.C, resigned.

Mr. JOHN MACPHERSON, barrister, has been appointed to act as Advocate-General for the Presidency of Bombay. Mr. Macpherson is the eldest son of the Rev. Robert Macpherson, and was educated at St. John's College, Oxford, and was called to the bar at the Inner Temple in Trinity Term, 1865.

Mr. JAMES ARCHIBALD DUNCAN, barrister, who has been elected M.P. for the Borough of Barrow-in-Furness in the Liberal interest, is the eldest son of Mr. David Duncan, formerly M.P. for Barrow-in-Furness, and was educated at Trinity College, Cambridge, where he graduated in the second class of the Law Tripos in 1881. He was called to the bar at the Inner Temple in November, 1883, and he is a member of the Northern Circuit.

Mr. EDWARD TOWNSHEND CANDY, barrister, who has been appointed to act as a Judge of the High Court at Bombay, is the second son of Major Thomas Candy, and was called to the bar at the Inner Temple in January, 1880, and he has been for many years a member of the Bombay Civil Service.

Mr. CHARLES COLEMAN DILLON, barrister, who has been appointed to act as Public Prosecutor for the Central Provinces of India, is the eldest son of Mr. Luke Dillon. He was called to the bar at the Middle Temple in Easter Term, 1868.

Mr. ALFRED EDMUND BATEMAN, barrister, has been appointed Secretary to the Committee appointed by the Board of Trade to consider certain expiring European commercial treaties. Mr. Bateman is the seventh son of the Rev. John Bateman, Rector of Leake, Nottinghamshire, and was called to the bar at the Inner Temple in Michaelmas Term, 1872, and he has been for many years a clerk to the Board of Trade. In 1881 he was secretary to the Royal Commission on Anglo-French Treaty Negotiations.

Lord MORRIS has been elected a Bencher of Lincoln's-inn.

Mr. JOHN HUMPHRIS HODSON, solicitor (of the firm of Hinckley, Hodson, & Brown), of Lichfield, has been appointed Clerk of the Peace for that city, in succession to the late Mr. Charles Simpson. Mr. Hodson is town clerk of Lichfield. He was admitted a solicitor in 1861.

Mr. ALFRED CHARLES BROWN, solicitor, of Deal and Walmer, has been appointed Clerk of the Peace for the borough of Deal, in succession to Mr Frank Taylor, resigned. Mr. Brown was admitted a solicitor in 1887.

Mr. ALFRED JAMES SHEPHEARD, solicitor (of the firm of Shepheards & Bird), of 31, Finsbury-circus, and of Kensington, has been appointed by Mr. William Farmer (sheriff-elect) to be one of the Under-Sheriffs of the City of London for the ensuing year. Mr. Shepheard was admitted a solicitor in 1864. He is clerk to the Fletchers' Company, and to the Commissioners of Taxes for the Kensington Division.

Mr. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been appointed by Mr. Augustus Harris (sheriff-elect) to be one of the Under-Sheriffs of the City of London for the ensuing year. Mr. Beard was admitted a solicitor in 1858. He is deputy for the Ward of Bassishaw.

Mr. HENRY HOBHOUSE, barrister, M.P., has been appointed an Ecclesiastical Commissioner. Mr. Hobhouse is the only son of Mr. Henry Hobhouse, of Hadspen House, Somersetshire, and nephew of Lord Hobhouse. He was educated at Eton and at Balliol College, Oxford, where he graduated first class in Classics in 1875, and he was called to the bar at Lincoln's-inn in June, 1880. He was elected M.P. for the Eastern Division of Somersetshire in the Liberal interest in December, 1885.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

HARRY LENTON LILLEY and GEORGE CARTER CHILTON, solicitors (Lilley, Chilton, & Co.), 10, Vigo-street, London, and at Ware. May 7. [*Gazette*, June 27.

JOSEPH DAWBER and WILLIAM DAWBER LORD, solicitors (Tenney, Dawber, & Lord), Kingston-upon-Hull. June 30 The said Joseph Dawber will henceforth carry on the said business alone, under the style or firm of Tenney & Dawber. [*Gazette*, July 1.

GENERAL.

The Supreme Court of Judicature (Procedure) Bill was read a third time in the House of Commons on Wednesday.

The *British Medical Journal* says:—"The danger of kissing a greasy book, so often tendered in police and law courts to a witness about to be sworn, is at last appreciated by some officials and in some quarters. We see it stated that when the Duke of Fife appeared lately at Stratford in a prosecution, the Testament on which the witness took the oath was enveloped in some clean white paper for his use—a precaution which might with advantage be more generally adopted."

It is stated that Lord Shand, who has been one of the Senators of the College of Justice (*i.e.*, a Judge of the Scotch Court of Session) for nearly eighteen years, is now about to resign his office. His lordship will not resume his place in court after the close of the summer session on the 19th inst. Lord Shand, who has been a most courteous and able judge, was called to the bar in 1853, and was appointed to the bench in 1872.

In a case before Court of Appeal No. 1 on Wednesday the Master of the Rolls said that the case was a good instance of the value of allowing an appeal to this court on practice points. Some people seemed to think that this court was inundated with frivolous appeals in interlocutory matters. In his opinion there were very few frivolous appeals in practice cases In the present case, if there had been no appeal, there would have been what he considered a miscarriage of justice.

In responding to the toast of "The Health of her Majesty's Judges," at a Mansion House dinner to the Archbishops and Bishops on Wednesday, the Master of the Rolls said that one point of similarity between judges and bishops was that they were both trying to make people better than they were before. They did it by different processes; the bishops by

sermons, long or short, and the judges by very short speeches addressed to a prisoner.

Messrs. Farebrother, Ellis, Clark, & Co. will offer for sale at the Wharncliffe Hotel, Sheffield, on the 24th inst., the historical Worksop Manor Estate, comprising some 5,000 acres.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, July	7	Mr. Rolt	Mr. Clowes	Mr. Pemberton
Tuesday	8	Farmer	Jackson	Ward
Wednesday	9	Rolt	Clowes	Pemberton
Thursday	10	Farmer	Jackson	Ward
Friday	11	Rolt	Clowes	Pemberton
Saturday	12	Farmer	Jackson	Ward

		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July	7	Mr. Pugh	Mr. Godfrey	Mr. Lavie
Tuesday	8	Beal	Leach	Carrington
Wednesday	9	Pugh	Godfrey	Lavie
Thursday	10	Beal	Leach	Carrington
Friday	11	Pugh	Godfrey	Lavie
Saturday	12	Beal	Leach	Carrington

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

NORTH QUEENSLAND SUGAR ESTATES Co, LIMITED—Petn for continuing the voluntary winding up, presented June 25, directed to be heard before Kay, J, on Saturday, July 5 Stanley & Woodhouse, Abchurch lane, solors for petners

THE DEBENHAM GAS LIGHT, COAL, AND COKE Co, LIMITED—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gardner, Debenham, Suffolk Warnes, Eye, solor for liquidator

THE PITTVILLE MINERAL WATERS Co, LIMITED—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their claims, to A J W Johnson, 9c, Queen st, Cheapside

THE RAYLEIGH GAS AND COKE Co, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to William Vincent Wilson, Clarence st, Southend

THE UNITED ELECTRICAL ENGINEERING Co, LIMITED—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to Alfred Sydney Gedge and William Leonard Madgen, 3, Great James st, Bedford row Dowson & Co, Bedford row, solors for liquidators

THE WEST WORTHING HOTEL Co, LIMITED—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to Henry Bishop, 41, Coleman st

WILLIAM HESELTINE & SON, LIMITED—Petn for winding up, presented June 24, directed to be heard before Stirling, J, on July 5 Pierce & Son, Old Jewry chmbrs, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

GOOD SAMARITAN LODGE, Pe'ham Inn, New Holland, Hull, Lincoln June 23

LAMBETH LIBERAL AND RADICAL CLUB ASSOCIATION, LIMITED, 103, Westminster Bridge rd June 9

ROYAL ARCH FISHERMEN LODGE, FREEDOM MUTUAL FRIENDLY SOCIETY, Assembly Room, Crawshawbooth, Lancaster June 25

SIR COLIN CAMPBELL LODGE, Friendly Societies Hall, Lower Spring st, Grimsby, Lincoln June 24

VICTORIA LODGE, Black Horse Inn, Batley, Madeley, Stafford June 23

London Gazette.—TUESDAY, July 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC ELECTRIC RAILWAY SIGNAL Co, LIMITED—By an order made by Stirling, J, dated June 21, it was ordered that the voluntary winding up of the company be continued Ridsdale & Son, Gry's Inn square, agents for Kerr, Halifax, solors for petners

B MORRIS & SONS, LIMITED—By an order made by Kay, J, dated June 21, it was ordered that the voluntary winding up be continued Morley & Co, Gresham House, solors for petnrs

EAST RIDING CLUB AND RACECOURSE Co, LIMITED—By an order made by Kay, J, dated June 21, it was ordered that the company be wound up Cunliffes & Davenport, Chancery lane, agents for Middlemiss & Pearce, Hull, solors for petnr

G FISCHER & Co, LIMITED—By an order made by Kay, J, dated June 14, it was ordered that the company be wound up West & Co, Cannon st, solors for petnrs

JOHNSON & Co, LIMITED—Stirling, J, has, by an order dated May 19, appointed Henry Wane 8, Wild Ash rd, East Dulwich, to be the official liquidator Creditors are required, on or before July 22, to send their names and addresses and the particulars of their debts and claims to the above Tuesday, July 29, at 12, is appointed for hearing and adjudicating upon the debts and claims

MOSS BAY HEMATITE IRON AND STEEL Co, LIMITED—Chitty, J, has, by an order dated June 26, appointed William Barclay Peat, 3, Lothbury, to be official liquidator

OFFEN & MORE, LIMITED—Creditors are required, on or before August 12, to send their names and addresses, and the particulars of their debts and claims to Charles Heath Saunders, 44, Bethnal Green rd Mackrell & Co, Cannon st, solors for liquidator

SCHOOL PUBLISHING Co, LIMITED—By an order made by Stirling, J, dated June 7, it was ordered that the company be wound up Fuller, Borough High st, Southwark, solicitor for the petners

UNLIMITED IN CHANCERY.

THE PROVINCIAL INSURANCE Co—Creditors are required, on or before Aug 16, to send their names and addresses and particulars of their debts or claims to John Francis, High st, Wrexham Morris & Co, Wrexham, solors for liquidators

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FAST COLOUR Co, LIMITED—The Vice Chancellor has fixed Friday, July 11, at 12, at Duchy chbrs, 2, Clarence st, Manchester, for appointment of official liquidator

FRIENDLY SOCIETIES DISSOLVED.

GROSVENOR UNITED FRIENDLY SICK AND BURIAL SOCIETY, Presbyterian School, Devonshire st, Manchester June 27

LIVERPOOL ARTIZANS' SICK AND BURIAL CLUB SOCIETY, 28, Juvenal st, Liverpool June 27

LORD NELSON PROTESTANT FRIENDLY SOCIETY, 19, Virgil st, Scotland rd, Liverpool June 27

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 20.

ADAMS, READ, St Ives, Hunts, Merchant. August 10. Wallingford & Co, St, Ives

ASTLEY, CHARLES, Salford, Restaurant Keeper. September 1. Crowther, Manchester

BAILEY, JOHN, Brockley, Kent, Gent. July 31. Rollit & Son, Mark lane

BARRETT, SUSANNAH, Briggate, Windhill, Yorks. July 17. Morgan & Morgan, Bradford

BATES, HENRY, Ashton under Lyne, Slater. July 22. Whitworth, Ashton under Lyne

BOCKETT, JULIANA, Plymouth. July 31. Janson & Co, Finsbury circus

BRUMFIT, EDWARD, Shipley, Yorks, Maltster. July 16 Morgan & Morgan Bradford

BUTLER, JOSIAH, Twickenham, Esq. July 20. Jennings & Finch, Gray's inn square

CALDWELL, FREDERICK WILLIAM JOHN, Hanover terce, Regent's Park, Esq. August 21. Richardson & Sadler, Golden sqr

CAMPBELL, CHARLOTTE SAVAGE, Salisbury. July 14. Carnegie, Bucklersbury

CARTER, FRED, Huddersfield, Accountant. July 31. Piercy, Huddersfield

COLE, WALKER HENRY, 2nd Battalion Leinster Regiment, Shornciffe, Kent, Captain. July 20. Wilkinson & Son, Lincoln's inn fields

COLLINS, THOMAS, Scarsdale rd, Albany rd, Camberwell, Coachbuilder. July 31, Rollit & Sons, Mark lane

DICCONSON, WILLIAM CHARLES CLIFTON, Wrightington Hall, Lancs, Esq. July 31. Pearce & Ellis, Wigan

DUTTON, FREDERICK HANSBOROUGH, Buckingham Palace Hotel. July 16. Wilkins & Co, Gresham house, Old Broad st

FOWLER, ANNE, Euston grove, Birkenhead. July 15. Harvey & Co, Liverpool

GRANT, JOHN, Lloyd's, Underwriter. July 25. A. F. & R. W. Tweedie, Lincoln's inn fields

HALL, JAMES, Croydon, Coal Merchant Aug 16 Rowland & Hutchinson, Croydon

HENSHAW, JAMES, Seymour st, Euston sq, Plumber July 30 Dod & Co, Berners st

HIRSCHFELD, HENRY, Oakland's gr, Uxbridge rd, Shepherd's Bush, Gent July 21 Simpson & Co, Moorgate st

HUNT, JOHN, Manchester, Licensed Victualler Sept 1 Chorlton, Manchester

JAMES, FRANK LINSLY, Gt Stanhope st, Esq July 18 Upton & Co, Austinfriars

KING, JOHN, Birmingham, Gent July 17 Gateley, Birmingham

KNIGHT, JOEL ABRAHAM, Whitehaven, Gent July 28 Mason & Thompson, Whitehaven

LAMB, CHARLES, Brighton, Solicitor July 15 Lamb & Gates, Brighton

LEE, ROBERT, Horwich, Lancs, Butcher July 21 Foley, Horwich

LEMON, JAMES, Appledore, Devon, Publican. July 8. Toller & Roberts, Barnstaple

LITTLEWOOD, JOHN EDWIN, Chatham, Draper. July 16. Heard, Chatham

METCALFE, RALPH, Maker, Grinton, Swaledale, Yorks, Yeoman. Sept 10. Rogers, Richmond

METZGAR, ALFRED FREDERICK, Brighton, Gent. July 25. Bannister, Basinghall st

MOSS, CHARLES, Brighton, Gymnasium Proprietor. July 1. Moss, Leadenhall s

PAGE, ANNA, Hyde pk mansions. Aug 8. Lewin & Co, Southampton st, Strand

PARKER, HENRY YARBOROUGH, Tunbridge Wells, Esq. July 31. Somerville, Lincoln's inn fields

PICKWELL, JOHN, Thorpe on the Hill, Lincs, Farmer. Aug 1. Tweed, Lincoln

PIKE, BENJAMIN, Andover, Hants, Builder. July 1. Footner & Son, Andover

QUINN, MARY, Shaw st, Liverpool. July 19. Evans & Co, Liverpool

SALE, JOHN, Rugby, Carpenter. July 28. Wratislaw, Rugby

SAXBY, FREDERICK, Manchester, Calico Printer. Aug 1. Johnson & Johnsons, Stockport

SEYMOUR, FRANCES, Edgbaston, Warwick. July 26. Saunders & Co, Birmingham

SHAW, JOHN HERBERT, Honeypot, Penrith, Cumberld. July 17. Read, Manchester

SHORE, WILLIAM, Derby, Labourer. July 31, Jones & Middleton, Chesterfield

SLADEN, Sir EDWARD BOSC, Knt., Lowndes sq, Chelsea. July 30. Stibbard & Co, Leadenhall st

SMITH, JOHN, York, retired Gardener. Aug 1. Smith, York

STEAR, JOHN, Pendleton, Lancs, Cattle Dealer. August 2. Heath & Sons, Manchester

SUTHERLAND, THEODORA DUKE, Westbourne Park villas, Bayswater. July 21. Humphreys & Sons, Giltspur chmbrs, Holborn Viaduct

SWEATMAN, MARIA, Bemerton, Fugglestone St. Peter, Wilts. July 29. Wilson & Sons, Salisbury and Wilton

TATTERSALL, WILLIAM, Chatburn, Lancs, Farmer. July 31. Robinson & Sons, Clitheroe

TAYLOR, JOHN WILLIAM, Birmingham, retired Tailor. July 30. Wood & Co, Birmingham

THORNTON, GEORGE, Thirsk, Yorks, Confectioner. August 1. Smith, York

TOPHAM, FREDERICK, Hanging Grimstone, Yorks, Farmer. August 1. Robson, Pocklington

TROW, JOSEPH, Wednesbury, Engineer. July 18. Smith, Wednesbury

WALKER, THOMAS, Chorlton upon Medlock, Manchester, Decorator. September 1. Crowther, Manchester

WHITWELL, JOSEPH SIDNEY, Kirkstall, Yorks, Farmer. June 24. Senior, Nottingham

WOODHEAD, MATTHEW, Burn Hill, nr Tow Law, Durham, Quarryman. August 21. J. & J. Hibbert & Westbrook, Hyde

London Gazette.—TUESDAY, June 24.

BUCHHOLZ, JOHN AUGUSTE ARNOLD, Bristol, M.I.C.E. Aug 30. Wansbrough & Robinson, Bristol

BALLANCE, JOHN, Knottingley, Yorks, retired Willow Merchant. Aug 2. Carter & Co, Pontefract

BARBER, CHARLOTTE, Sandemere rd, Clapham. Aug 7. Slipper, Great Yarmouth

BARDWELL, FREDERICK, Worksop, Notts, Esq. Sept 1. Burdekin & Co, Sheffield

BECK, HENRY PHILIP, Alfred pl, Bloomsbury, Author. Aug 1. Nye & Co, Serjeant's inn, Fleet st

BRUMBY, ELIZABETH KATE, Richmond, Surrey. July 31. Wood, Richmond

CARNELL, RICHARD, Borough Market, Southwark, Fruit Salesman. Aug 2. Kingsford & Co, Essex st, Strand

COLE, Captain WALTER HENRY, 2nd Battalion Leinster Regiment, Shorncliffe, Kent. July 30. Wilkinson & Son, Lincoln's-inn-fields

COUSINS, JULIA, East Teignmouth, Devon. Nov 1. Alsop, Newton Abbot

CROSTON, JAMES, Southport, Surgeon. July 31. Hope, Atherton

GAROOD, HENRY, Rose lane, Ratcliff, Licensed Victualler. July 19. Young & Co, 2, St. Mildred's ct, Poultry

GAUBERT, ROBERT JOSEPH, High st, Kensington, Gent. July 20. Tatton & Son, Lower Phillimore pl, Kensington

GOFF, GEORGE CHARLES, Allahabad, India, Conductor in Indian Ordnance Department, Bengal Circle. August 11. Ley & Co, Carey st, Lincoln's inn

GRIEVES, SIBELLA MACKENZIE, Landsdowne pl, Brighton. August 1. Withall & Co, Great George st, Westminster

HOWES, HANNAH, North Walsham, Norfolk. July 19. Emerson, Norwich

JACKSON, JOHN HOLT, Flookerbrook, Chester, Gent. July 20. Davy, Manchester

KEMBLE, CHARLOTTE, Malmesbury, Wilts. July 31. Waltons & Co, Leadenhall House, Leadenhall st

LEWES, CHARLES, Crystal Palace rd, East Dulwich. July 14. Ll. Jones, Cullum st

LUPTON, HENRY, Halifax, Grocer. Aug 1. England, Halifax

MACKENZIE, THOMAS, Manchester, Manufacturer. July 31. Walley, Manchester

PAWSON, WILLIAM JOHN, Shawdon, Northumberland, Esq. Aug 7. Flux & Leadbitter, Leadenhall st

PROSSER, JOHN, Bristol, retired House Carpenter. Aug 12. Gwynn & Co, Bristol

PULMAN, FRANCES MARY, Bideford, Devon. Aug 8. Rooker & Bazeley, Bideford

ROBERTS, ELIZA, Digby rd, Brownswood pk. Aug 1. Marcy, Bewdley, Worcs

ROBINSON, HENRY, Kingston upon Hull, Pawnbroker. July 30. Watson & Co, Hull

SHAPLAND, JOHN, Cradley, Hereford, Esq. July 31. Gusbotte & Co, Essex st, Strand

SHAW, SUSAN, York. Aug 1. Smith, York

STEVENSON, WILLIAM RICHARD HARRY, Formby, nr Liverpool, Clerk in Orders. Aug 1. Hensley, Nantwich

STEVENSON, WILLIAM THORPE, Bidache, Basses, Pyrénée, France. July 30. Lawrence & Co., Old Jewry-chambers.

THOMAS, SAMUEL, Dowlais, Glam, Cattle Dealer. July 31. James, Merthyr Tydfil

UNDERHAY, JOHN, Esq, Torquay. July 31. C. Lindop, Torquay

WHITELAW, WILLIAM, Aberavon, Glam, Confectioner. July 31. Tennant & Jones, Aberavon, Port Talbot

WOOD, SARAH, Upper Richmond-rd, Putney July 21. Morley & Co, Gresham House, Old Broad-st

WOOD, WILLIAM, Liverpool, Watchmaker August 11 J. T. Smith & Son, Liverpool

WOODHOUSE, ANGELINA, Atteroliffe, Sheffield July 26 Vickers & Co, Sheffield

WOODS, CATHERINE, Broughton, Manchester August 12 Slater & Co, Manchester

WOULDS, JANE, Braughton, Devon Aug 11 Rooker & Bazeley, Bideford

London Gazette.—FRIDAY, June 27.

ATKINSON, WILLIAM, Wakefield, Cab Proprietor. Aug 1 Mander, Wakefield

BAINES, EMILY MARY, Brechin pl, South Kensington. July 24. Upton & Co, Austinfriars

BAXTER, ROBERT, Victoria st, Westminster, Solicitor. August 1. White & Co, Whitehall place

BESSBOROUGH, Right Hon CAROLINE AMELIA, Countess of, Charles st, Berkeley sq. July 25. Farrer & Co, Lincoln's inn fields

BOLLAND, THOMAS JOSEPH, Manchester, Commission Agent. Aug 11. Ashworth & Inman, Manchester

BOWDEN, HENRY, Hastings, Bath Chair Manufacturer. July 31. Gamlen & Burdett, Gray's inn sq

BRISCOE, JOHN EDWARD, Albrighton, Salop, Esq. Aug 15. Dent & Co, Wolverhampton

BRUCE, DOROTHY FORSTER, Jesmond rd, Newcastle upon Tyne. Aug 1. Ryott, Gateshead

BURNAND, JAMES, Sheffield, Cutlery Manufacturer. July 30. Branson & Son, Sheffield

CAMPBELL, SUSANNAH, Owston, Lincs. Aug 2. Taylor & Newborn, Epworth, Doncaster

CAMPBELL, THOMAS, Owston, Lincs. Aug 2. Taylor & Newborn, Epworth, Doncaster

CARROLL, EDWARD WILLIAM JOHN, Northumberland pl, Bayswater, Gent. Aug 18. Billings, Cheltenham

COTTRELL, HENRY, Lozells, Birmingham, Spectacle Maker. July 21. Solomon, Birmingham

COWIE, ALEXANDER JOHN, Greencroft gdns, South Hampstead, formerly Surgeon General. November 1. Becher, Bedford row

CROWDY, ANTHONY, Crawley Down, Sussex, Clerk in Holy Orders. July 31. Bell & Co, Lincoln's inn fields

CURTIS, MARY, Worthing, Sussex. July 31. Baker & Co, Cannon st

DOGGETT, ELIZABETH EMILY, Kingston on Thames. July 25. Kent, Basinghall street

FENWICK, MARGERY, Westoe, Durham. Aug 8. Rennoldson, South Shields

GARNER, BRAND, St Ives, Hunts, Veterinary Surgeon. July 24. Watts, St Ive

GOSSIP, ALICE, Oakleigh, nr Melbourne, Victoria. Aug 15 Sladen & Wing, Delahay st, Westminster

GURNEY, JOHN HENRY, Northrepps Hall, Norfolk, Esq. July 30. Cooper & Davies, Norwich

HIGGINSON, CHARLES, Newton, Chester, Gent. Aug 1. Fletcher, Northwich

HIRST, WILLIAM EDWARDS, Lascelles Hall, nr Huddersfield, Esq J P. August 31. Bowling & Hirst, Leeds

JONES, DORA ELLEN, Criccieth, Carnarvon, Draper. July 16. Lloyd & Co, Criccieth

LANGTON, ARTHUR, Torre, Devon, Clerk in Holy Orders. August 1. Tozer & Co, Exeter

LOW, STUART HENRY, Warwick rd, Upper Clapton. August 27. J P & G F Marshall, Theobald's rd, Gray's inn

MACPHERSON, ALEXANDER, Haslingden, Lincs, M.D. July 31. Thompson, Haslingden

MARIGOLD, EDWARD, Wolverhampton, Licensed Victualler. Aug 15. Dent & Co, Wolverhampton

MAULE, Sir JOHN BLOSSET, Enniskmore gdns, Knt, Q.C. Aug 12. Tourle, Theobald's rd, Bedford row

MEARS, ALONZO, Green lanes, Stoke Newington, Jeweller. Aug 8. Vanderoom & Co, Bush lane

NEEDHAM, REBECCA, Sutton Coldfield, Warwick. July 28. Weekes & Co, Birmingham

PRICE, WILLIAM, Llangwm, nr Usk, Mon, Clerk in Holy Orders. August 9. Phillips Brecon

RUCKER, DANIEL HENRY, Mincing lane, Colonial Broker. August 11. Hillams & Co, Mincing lane

RUSSELL, FREDERICK, Keston, Kent, Beerhouse Keeper. July 27. Catterns & Co, Mark lane

STOKES, ALFRED, Appach-road, Brixton-hill, Storekeeper. Aug 1. Winch, Arundel-st, Strand

THOMSON, JAMES, Gateshead, Joiner. Aug 1. Ryott, Gateshead

TUNSTILL, ROBERT, Brierfield, Lancs, Esq. July 31. Carr & Son, Colne

WARBRICK, BETTY, Thornton, Lancs, Grocer. July 20. Clarke, Fleetwood

WARD, JOSEPH, Houghton-on-the-Hill, Leics, Grazier. Sept 1. Freer & Co, Leicester

WHITAKER, HARTLEY, Wakefield. July 21. Mumford & Johnson, Bradford

WILLIAMS, TREVOR WILLIAM WYNN, Brixton hill, Surgeon. July 31. Heron, Ely pl, Holborn

WOOLCOCK, ELIZA, St. Austell, Cornwall, Grocer. Nov 15. Carlyon & Stephens, St. Austell

WRIGHT, RICHARD, Fleetwood, Lancs, Retired Innkeeper. July 20. Clarke, Fleetwood

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, June 27.

RECEIVING ORDERS.

BAKEWELL, THOMAS LUKE, Gt Grimsby, late Licensed Victualler Gt Grimsby Pet June 24 Ord June 24

BARNARD, ARTHUR, Epsom, Surrey, Gent Croydon Pet June 24 Ord June 24

BOOTH, JAMES WILSON, Muswell rd, Muswell hill, Commission Agent High Court Pet June 25 Ord June 25

COOK HENRY, Ipswich, Cab Proprietor Ipswich Pet June 21 Ord June 21

DAVIS, STEPHEN, Penge, Surrey, Ivory Worker Croydon Pet June 24 Ord June 24

DRAPER, ERNEST EDWARD, Barnstaple, Grocer Barnstaple Pet June 25 Ord June 25

FARRINGTON, WILLIAM, Bolton, Wholesale Baker Bolton Pet June 16 Ord June 25

FAWCETT, THOMAS, Blackburn, Joiner Blackburn Pet June 24 Ord June 24

FIELD, FREDERICK, Luton, Beds, Straw Hat Manufacturer Luton Pet June 23 Ord June 23

FOALE, NATHANIEL CHARLES, Chesterton rd, North Kensington. Journeyman Carpenter High Court Pet June 24 Ord June 24

GRIFFITHS, LEWIS, Glengall rd, Millwall, Contractor High Court Pet June 23 Ord June 23

HAZLERIGG, ALLEN MARTIVAL, Cranoe, Leics, Gent Leicester Pet June 21 Ord June 23

HUGHES, HENRY, Chatham, Grocer Rochester Pet June 23 Ord June 23

HUTCHINSON, JOHN, Crewe, Cheshire, Coal Merchant Crewe Pet May 27 Ord June 23

JAMES, JOHN, Tunstall, Staffs, Baker Tunstall Pet June 25 Ord June 25

JOHNSON, THOMAS, Bradford, Butcher Bradford Pet June 23 Ord June 23

JOYCE, CHARLES, Stratton, Wilts, Builder Swindon Pet June 23 Ord June 23

KERSHAW, MARY ELIZABETH, Birstal, Yorks, Grocer Dewsbury Pet June 25 Ord June 25

LARKINS, FRANK, Ramsgate, Sewering Contractor Canterbury Pet June 25 Ord June 25

LAWTON & Co, Cornhill, Stockbrokers High Court Pet May 20 Ord June 23

LLOYD, JOHN HARRIES, Newport, Mon, Ironmonger Newport, Mon Pet June 23 Ord June 23

LUNN, EVAN, Rawtenstall, Lancs. Journeyman Tailor Blackburn Pet June 25 Ord June 25
MANNINGTON, CLEMENT, Acton, Coal Merchant Brentford Pet June 23 Ord June 23
MARSH, WILLIAM SLODDEN, Ripple, Kent, Farmer Canterbury Pet June 23 Ord June 23
MATHEWS, THOMAS, and WILLIAM THOMAS MANN, Weybridge, Surrey, Builders Kingston Pet June 23 Ord June 23
MUNRO, GLANVILLE DRIOS MAY, Bristol, Solicitor Bristol Pet June 14 Ord June 24
PASCHALI, ANGELO NICHOLAS, Liverpool, Master Mariner Liverpool Pet May 23 Ord June 21
PAYNE, HARVEY, Worcester, Coal Merchant Worcester Pet June 23 Ord June 23
PERRIN, WILLIAM, Burton Latimer, Northamptonshire, Farm Bailiff Northampton Pet June 23 Ord June 23
PHIPPS, CAPEL BARER, late of Park pl, no occupation High Court Pet May 8 Ord June 25
RIPLEY, HENRY, Leeds, Perambulator Maker Leeds Pet June 21 Ord June 21
ROGERS, CALEB MORGAN, New Swindon, Wilts, Clerk to the Great Western Railway Co Swindon Pet June 23 Ord June 23
SEYMOUR, JOHN THOMAS, Lower Mitcham, Surrey, Grocer Croydon Pet June 20 Ord June 20
SHEPPARD, FREDERICK JAMES, Towcester, Northamptonshire, Solicitor Northampton Pet June 10 Ord June 24
SHILL, HARRY, Farnham, Surrey, Boot Merchant Guildford and Godalming Pet May 30 Ord June 21
SMITH, JOHN, Horncastle, Lincs, Cabinet Maker Boston Pet June 25 Ord June 25
STEWART, ROBERT, Newcastle on Tyne, Tailor Newcastle on Tyne Pet June 24 Ord June 24
TAYLOR, JAMES HENRY, Rochester, Confectioner Rochester Pet June 23 Ord June 23
THOMPSON, JOHN, Lincoln, Shopkeeper Lincoln Pet June 24 Ord June 24
ULLMANN, MAXIMILIAN, Strand, Oyster Merchant High Court Pet April 28 Ord June 23
VEEVERS, WILLIAM, Clitheroe, Lancs, Farmer Blackburn Pet June 23 Ord June 23
VIRGO, JAMES JOHN, Bradbury st, High st, Kingsland, Leather Seller High Court Pet June 23 Ord June 23
WILDERS, CHARLES FREDERICK, Llangollen, Denbighshire, Gent Birmingham Pet June 24 Ord June 24
WILLIAMS, GUILDFORD CROOME, Norwich, Tailor Norwich Pet June 25 Ord June 25
WOOD, DANIEL W, Bristol, formerly Draper Bristol Pet June 19 Ord June 21

FIRST MEETINGS.

BUHRING, FRANK, Holloway rd, Islington, Glass Merchant July 8 at 12 33, Carey st, Lincoln's inn fields
COSTER, BENJAMIN, and GEORGE TACK, Whitechapel rd, Cigar Manufacturers July 8 at 11 33, Carey st, Lincoln's inn fields
DICKENS, WILLIAM, Daventry, Northamptonshire, Shoe Manufacturer July 8 at 11 County Court bldgs, Northampton
DOUGHTY, EDWARD, Pockthorpe, Norwich, Blacksmith July 5 at 12 Off Rec, 8, King st, Norwich
FANCEY, JAMES THOMAS, Landport, late Relieving Officer July 7 at 4 166, Queen st, Portsea
FISHER, CHARLES, Loughborough, Ironmonger July 4 at 2.30 Off Rec, 34, Friar lane, Leics
FOSTER, T. J., late of Beckenham, Kent, Fishmonger July 4 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HADLEY, HERBERT, Portway, Rowley Regis, Staffs, Haulier July 7 at 10.30 County Court, West Bromwich
HANNAM, GEORGE WILLIAM, Leytonstone July 8 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
HARPER, TOM, Abingdon, Berks, Baker July 4 at 12 1, St Aldate's, Oxford
HAZLERIGG, ALLEN MARTIVAL, Cranoe, Leicestershire, Gent July 7 at 12.30 Off Rec, 34, Friar lane, Leicester
HICKS, RICHARD, Carbrook, Sheffield, Grocer July 9 at 1 Off Rec, Figtree lane, Sheffield
HIGGS, JOHN, jun. Olney, Bucks, Butcher July 8 at 11 County court bldgs, Northampton
HUGHES, HENRY, Chatham, Grocer July 7 at 11.30 Off Rec, High st, Rochester
IRELAND, HENRY, Belgrave, Leicestershire, Shoe Pressman July 4 at 12.30 Off Rec, 34, Friar lane, Leicester
JOHNSON, THOMAS, Bradford, Butcher July 7 at 3 30 Off Rec, 31, Manor row, Bradford
JONES, BENJAMIN, Briton Ferry, Glam, Washman in Tin Works July 7 at 12 Off Rec, 57, Oxford st, Swansea
JONES, THOMAS, Aberdare, Boot Dealer July 9 at 2 Off Rec, Merthyr Tydfil
JONES, THOMAS, Blaina, Mon, Ironmonger July 9 at 12 Off Rec, Merthyr Tydfil
JOYCE, CHARLES, Stratton, Wilts, Builder July 8 at 2 Off Rec, 22, High st, Swindon
KEW, CHARLES WILLIAM, Leeds, Boot Manufacturer July 7 at 11 Off Rec, 22, Park row, Leeds
LLOYD, JOHN HARRIES, Newport, Mon, Ironmonger July 8 at 2.30 Off Rec, 25, Colmore row, Birmingham
MARSH, WILLIAM SLODDEN, Ripple, Kent, Farmer July 9 at 3 Royal Oak Hotel, Dover
MARSHALL, ALFRED WILLIAM, Croydon, Surrey, Tailor July 7 at 11 24, Railway approach, London Bridge
MUNRO, GLANVILLE DRIOS MAY, Bristol, Solicitor July 9 at 12 30 Off Rec, Bank chbrs, Bristol
NYE, JOSEPH HENRY, Tunbridge Wells, Bookseller July 7 at 12 24, Railway approach, London Bridge
OLLIVER, WILLIAM SELBY GRATWICKE, Kingsbury, nr Tamworth, Warwickshire, out of business July 9 at 11 25, Colmore row, Birmingham
POTTER, HENRY, Queen Victoria st, Commission Agent July 8 at 2.30 33, Carey st, Lincoln's inn fields
PULMAN, THOMAS THRUSH, Accrington, Tailor July 22 at 2 County Court house, Blackburn
REES, WILLIAM HENRY, Swansea, late Grocer July 7 at 12.30 Off Rec, 57, Oxford st, Swansea
ROGERS, CHARLES MORGAN, New Swindon, Wilts, Clerk to G W Ry Co July 8 at 1 Off Rec, 32, High st, Swindon
ROSS, JOHN CHARLES, Birmingham, Restaurant Keeper July 11 at 11 25, Colmore row, Birmingham
SANDY, LEWIS, Esher, Surrey, Corn Merchant July 4 at 3 24, Railway approach, London Bridge
SMITHETT, FLORA, Kensington Mansions, Trebovir rd, Earl's Court, Widow July 10 at 11 33, Carey st, Lincoln's inn fields
SMITH-TREVOR, CHARLES MORDEN, Elm pk gardens, Fulham rd, Gent July 4 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SNELL, CHARLES E., Warwick rd, Kensington, Coal Merchant July 10 at 12 33, Carey st, Lincoln's inn fields
STEWART, ROBERT, Newcastle on Tyne, Tailor July 8 at 2 30 Off Rec, Pink lane, Newcastle on Tyne
STIMPSON, WILLIAM RUSSELL, and GEORGE STIMPSON, Denver, Norfolk, Farmers July 16 at 10.30 W. B. Whall, Market sq, King's Lynn
TAYLOR, JAMES HENRY, Rochester, Confectioner July 17 at 11.30 Off Rec, High st, Rochester
TOVEY, BENJAMIN, Midsomer Norton, Somerset, Painter July 9 at 12 Off Rec, Bank chbrs, Bristol
VON DER SMISSEN, ERNEST LOUIS AUGUSTUS GRAVES, Melrose ter, West Kensington pk July 9 at 12 33, Carey st, Lincoln's inn fields
WHITTAKER, JAMES, Burnley, Blacksmith's Striker July 17 at 1 Exchange Hotel, Nicholas st, Burnley
WHITING, CHARLES DAVID, George st, Westminster, Solicitor July 9 at 11 33, Carey st, Lincoln's inn fields
WILLIAMS, ELIAS, Holyhead, Anglesey, Ironmonger July 7 at 2 Crypt chmbrs, Chester
WILLIAMS JOHN, Llaniestyn, Pwllheli, Carnarvonshire, Labourer July 16 at 11.30 Sportsman Hotel, Portmadoc
WILLIAMS, MORRIS, Llanystumdwy, Carnarvonshire, Farmer July 16 at 12 Sportsman Hotel, Portmadoc
WOOD, DANIEL W, Bristol, Draper July 9 at 1 Off Rec, Bank chmbrs, Bristol
WOOTTEN, ALLEN, Brackley, Northamptonshire, Builder July 5 at 11.30 1, St Aldate's, Oxford

ADJUDICATIONS.

ALGAR, JOHN, Cecil rd, West Ham, Builder High Court Pet April 16 Ord June 24
BAKEWELL, THOMAS LUKE, Great Grimsby, late Licensed Victualler Great Grimsby Pet June 23 Ord June 24
BALLARD, JAMES JULIAN, Liverpool, Draper Liverpool Pet June 11 Ord June 24
BRUSEY, THOMAS, High st, Hampstead, Coffee house Keeper High Court Pet June 9 Ord June 24
COLE, WILLIAM, New Barnet, Herts, Licensed Victualler Barnet Pet June 19 Ord June 25
COLLIER, JAMES, and CHARLES COLLIER, Commercial st, Spitalfields, Coffee Roasters High Court Pet May 20 Ord June 24
COOK, HENRY, Ipswich, Cab Proprietor Ipswich Pet June 21 Ord June 21
COOPER, FRANK CHARLES, Salisbury, Hatter Salisbury Pet June 20 Ord June 23
DANIEL, WILLIAM, Birkenhead, Stationer Birkenhead Pet June 19 Ord June 25
DAVIS, STEPHEN, Penge, Surrey, Ivory Worker Croydon Pet June 24 Ord June 24
DENNE, JOHN PIDDOCK, Tunbridge Wells, Confectioner Tunbridge Wells Pet June 18 Ord June 24
DRAPER, ERNEST EDWARD, Barnstaple, Grocer Barnstaple Pet June 24 Ord June 25
FIELD, FREDERICK, Luton, Beds, Straw Hat Manufacturer Luton Pet June 23 Ord June 23
FOALE, NATHANIEL CHARLES, Chesterton rd, North Kensington, Journeyman Carpenter High Court Pet June 24 Ord June 25
GRIFFITHS, LEWIS, Glengall rd, Millwall, Contractor High Court Pet June 23 Ord June 25
HAZLERIGG, ALLEN MARTIVAL, Cranoe, Leics, Gent Leicester Pet June 21 Ord June 23
HUMPHREYS, ROBERT H. Coleherne terr, Brompton, Professional Singer High Court Pet May 20 Ord June 25
JACKSON, WILLIAM, late Bucklersbury High Court Pet April 14 Ord June 25
JAMES, JOHN, Tunstall, Staffs, Baker Tunstall Pet June 25 Ord June 25
JOHNSON, THOMAS, Bradford, Butcher Bradford Pet June 23 Ord June 24
JONES, JAMES and FREDERICK EUGENE JONES, Gt Malvern, Tailors Worcester Pet May 27 Ord June 19
JOYCE, CHARLES, Stratton, Wilts, Builder Swindon Pet June 23 Ord June 23
LARKINS, FRANK, Ramsgate, Sawing Contractor Canterbury Pet June 25 Ord June 25
LUNN, EVAN, Rawtenstall, Lancs, Journeyman Tailor Blackburn Pet June 25 Ord June 25
MAIBY, WILLIAM HENRY, Woodstock, Oxon, Plumber Oxford Pet June 20 Ord June 24
PAYNE, HARVEY, Worcester, Coal Merchant Worcester Pet June 23 Ord June 23
PERRIN, WILLIAM, Burton Latimer, Northamptonshire, Farm Bailiff Northampton Pet June 23 Ord June 23
PUTLEY, JAMES, Beer lane, Wine Cooper High Court Pet June 11 Ord June 25
RIPLEY, HENRY, Leeds, Perambulator Maker Leeds Pet June 21 Ord June 21
ROGERS, CALEB MORGAN, New Swindon, Wilts, Clerk to the G W Railway Co Swindon Pet June 21 Ord June 23
ROWLAND, BENJAMIN, Wolverhampton, Stationer Wolverhampton Pet June 20 Ord June 24
SEYMOUR, JOHN THOMAS, Lower Mitcham, Surrey, Grocer Croydon Pet June 20 Ord June 25
SMITH, JOHN, Horncastle, Lincs, Cabinet Maker Boston Pet June 25 Ord June 25
STEER, SAMUEL, Aldrington, Sussex, Baker Brighton Pet June 20 Ord June 23
TAYLOR, JAMES HENRY, Rochester, Confectioner Rochester Pet June 23 Ord June 23
TAYLOR, JOHN, Sittingbourne, Kent, Barge Builder Rochester Pet June 17 Ord June 24
THOMPSON, JOHN, Lincoln, Shopkeeper Lincoln Pet June 24 Ord June 24
VEEVERS, WILLIAM, Clitheroe, Lancs, Farmer Blackburn Pet June 23 Ord June 23
VIRGO, JAMES JOHN, Bradbury st, High st, Kingsland, Leather Seller High Court Pet June 23 Ord June 23
WRIGHT, CHARLOTTE, Woolwich, Plumber Greenwich Pet June 12 Ord June 19

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

ROGERS, WILLIAM HENRY, Dawson pl, Bayswater, Gent High Court Ord Mar 31 Resc June 24

London Gazette.—TUESDAY, July 1.

RECEIVING ORDERS.

ANGEL, JOHN FRY, Okehampton, Devon, Master Mariner East Stonehouse Pet June 26 Ord June 26
ATKINSON, RICHARD, Garston, Lancs, Master Mariner Liverpool Pet June 27 Ord June 27
BARTLETT, THOMAS, Cardiff, Cabdriver Cardiff Pet June 28 Ord June 28
BOCOCK, EVERARD, Nottingham, Joiner Nottingham Pet June 26 Ord June 26
BRIGHTON, RICHARD, Devonshire terrace, Notting hill gate, Builder High Court Pet June 27 Ord June 27
EASTWOOD, GEORGE, York, Piano Maker York Pet June 26 Ord June 26
FAWKES, ISAAC, Dalston, Cumberland, Labourer Carlisle Pet June 28 Ord June 28
FITT, HARRY, King's Lynn, Saddler King's Lynn Pet June 25 Ord June 25
GEORGE, BENJAMIN, Talywain, nr Pontypool, Mon, Blacksmith Newport, Mon Pet June 28 Ord June 28
GIBBS, WILLIAM, Leicester, Bootmaker Leicester Pet June 27 Ord June 27
HAMMOND, ALFRED, Bristol, Grocer Bristol Pet June 27 Ord June 27
HARRISON, HENRY, Leeds, Brass Finisher Leeds Pet June 27 Ord June 27
HARRISON, KATIE, Bassett rd, Notting hill, Spinster High Court Pet June 13 Ord June 27
HARVEY, SAMUEL, Vowchurch, Hereford, Farmer Hereford Pet June 25 Ord June 25
HEGARTY, RICHARD DOMINICK, Seething lane, Provision Agent High Court Pet June 24 Ord June 28
HICKLING, THOMAS SINGLEHURST, Nottingham, Mineral Water Manufacturer Nottingham Pet June 25 Ord June 25
HOPKINS, THOMAS, Leicester, Butcher Leicester Pet June 26 Ord June 26
IRELAND, SIDNEY, Exeter, Licensed Victualler Exeter Pet June 25 Ord June 25
JOWETT, WALTER SUGDEN, Bradford, Warehouseman Bradford Pet June 27 Ord June 27
KERNS, WILLIAM THOMAS, Haggerstone rd, Boot Manufacturer High Court Pet June 27 Ord June 28
LACEY, JAMES, Luton, Beds, Timber Dealer Luton Pet June 27 Ord June 27
LANGTON, JOSEPH DAVID, Clement's inn, Solicitor High Court Pet June 28 Ord June 28
NEEDHAM, JOHN, Derby, late Provision Dealer Derby Pet June 27 Ord June 27
NOAH, ROBERT PHILLIPS, Camden rd, Gent High Court Pet May 20 Ord June 25
PITMAN, JOHN, Tunbridge Wells, Baker Tunbridge Wells Pet June 25 Ord Jan 25
PRATTENT, FRANCIS MOWBRAY, Southampton, Rear Admiral Southampton Pet June 28 Ord June 28
RAVENSCROFT, CHARLES SEPTIMUS, Wharfdale st, West Brompton, Manager to a Limited Co High Court Pet June 27 Ord June 27
SAVILLE, WILLIAM, Birstal, Yorks, Bookseller Dewsbury Pet June 26 Ord June 26
SEYFANG, EUGENE EDWARD, Brockley, Kent, formerly Clerk in Lloyd's Greenwich Pet June 20 Ord June 20
SHERLOCK, THOMAS, Wolverhampton, Cabinet Maker Wolverhampton Pet June 27 Ord June 27
SIMON, DAVID, Caerleon, Mon, Market Gardener Newport, Mon Pet June 28 Ord June 28
SMITH, WILLIAM, Hanover place, Regent's pk, Builder High Court Pet June 28 Ord June 28
SPRIGGS, SAMUEL, Leicester, Tailor Leicester Pet June 26 Ord June 26

SWIFT, JOHN, Dewsbury, Lodging House Keeper Dewsbury Pet June 27 Ord June 27
WALKER, JONATHAN FLETCHER, Leeds, Butcher Leeds Pet June 28 Ord June 28

The following amended notice is substituted for that published in the London Gazette of June 6.

MACILQUHAM, JAMES. Falcon rd, Battersea, Dyer Wandsworth Pet June 3 Ord June 3

The following amended notice is substituted for that published in the London Gazette of June 13.

SPRAGGE, SARAH JANE, Battle, Sussex. Coal Merchant Hastings Pet June 9 Ord June 9

FIRST MEETINGS.

ASHWORTH, MARY JANE, Leeds, Confectioner, Widow July 9 at 12 Off Rec, 22, Park row, Leeds
BRADLEY, WILLIAM ROBERT, Sheffield, Draper July 9 at 11 Off Rec, Figtree lane, Sheffield
CURTIS, SAMUEL BURRIDGE, Purvis rd, Kensal Green, Baker July 11 at 11 33, Carey st, Lincoln's inn fields
DICKINSON, HERBERT, and FREDERICK COOPER, Thorpe mews, Cambridge grdns, Notting hill, Corn Dealers July 8 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
DOHERTY, OSCAR C, formerly of Hill st, Knightsbridge July 8 at 1 33, Carey st, Lincoln's inn fields
DOWDING, WALTER, Regent st, Hosier, &c. July 11 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
EASTWOOD, GEORGE, York, Plane Maker July 11 at 11 Off Rec, York
FARRINGTON, WILLIAM, Bolton, Wholesale Baker July 8 at 11 16, Wood st, Bolton
FOSTER, C., Richmond, Surrey, Builder July 8 at 11 24, Railway approach, London Bridge
GIBBS, WILLIAM, Leicester, Bootmaker July 11 at 12.30 Off Rec, 34, Friar lane, Leicester
GRIFFITHS, LEWIS, Glengall rd, Millwall, Contractor July 9 at 2.30 33, Carey st, Lincoln's inn fields
HOPKINS, THOMAS, Leicester, Butcher July 9 at 3 Off Rec, 34, Friar lane, Leicester
HUMPHREYS, ROBERT H, Coleherne terrace, Brompton, Professional Singer July 11 at 12 33, Carey st, Lincoln's inn fields
IMPERIALI, WILLIAM GIOVANNI, Edgware rd, late Jeweller's Assistant July 9 at 1 33, Carey st, Lincoln's inn fields
IRELAND, SIDNEY, Exeter, Licensed Victualler July 9 at 10 Off Rec, 13, Bedford cir, Exeter
JOWETT, WALTER SUGDEN, Bradford, Warehouseman July 11 at 10.30 Off Rec, 31, Manor row, Bradford
KERSHAW, MARY ELIZABETH, Birstal, Yorks, Grocer July 9 at 3 Off Rec, Bank chmbrs, Batley
LACHMANN & Co, Fenchurch st, Cigar Merchants July 10 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LAWLER, WILLIAM, Southport, Cab Proprietor July 10 at 3 Off Rec, 35, Victoria st, Liverpool
LEVIS, ALEXANDER, Mile End rd, Butcher July 15 at 12 33, Carey st, Lincoln's inn fields
LEWIS, MARCUS H., Gray's inn sq, Solicitor July 9 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LUNE, EVAN, Rawtenstall, Lancs, Journeyman Tailor July 22 at 3.30 County Court house, Blackburn
MCARTHUR, WILLIAM, Gracechurch st, Commission Agent July 16 at 11 33, Carey st, Lincoln's inn fields
MEGONE, NORFOLK, Gateley rd, Brixton July 10 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MILES, DAVID, Bexhill on Sea, Sussex, Builder July 14 at 12 Young & Son, Bank bldgs, Hastings
MORGAN, L., Moorgate st, Merchant July 9 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MOWL, JAMES, Guildford, Tailor July 9 at 12 24, Railway approach, London Bridge
MUTCH, JOHN, Lea Wharf, Blackwall, Engineer July 15 at 11 33, Carey st, Lincoln's inn fields
PASCHALI, ANGELO NICHOLAS, Liverpool, Master Mariner July 11 at 2 Off Rec, 35, Victoria st, Liverpool
PAYNE, HARVEY, Worcester, Coal Merchant July 14 at 11 Off Rec, Worcester
PEARSE, HENRY HIRAM STEERE, Fleet st, Journalist July 15 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
PERRIN, WILLIAM, Burton Latimer, Northamptonshire, Farm Bailiff July 8 at 10.30 County Courts bldgs, Northampton
PHILLIPS, ALEXANDER, Leeds, Slipper Manufacturer July 8 at 11 Off Rec, 22, Park row, Leeds
POWELL, WILLIAM, Stroud, Brewer's Clerk Aug 5 at 11 Off Rec, 15, King st, Gloucester
PUTLEY, JAMES, Beer lane, Wine Cooper July 10 at 2.30 Bankruptcy bldgs, Lincoln's inn
RATCLIFF, EDMUND THEODORE, South sq, Gray's inn, Solicitor July 9 at 12 Bankruptcy bldgs, Lincoln's inn
READMAN, WILLIAM, Whitby, Yorks, Plasterer July 9 at 3 Off Rec, 8, Albert rd, Middlesborough
REEVES, HILDEBRAND ATTWOOD WOOSTER, East Grinstead, Sussex, Architect July 9 at 1.30 24, Railway approach, London bridge
RIPLEY, HENRY, Leeds, Perambulator Maker July 9 at 11 Off Rec, 22, Park row, Leeds
ROGERS, GEORGE WILLIAM, Kingston upon Hull Smackowner July 9 at 11.30 Off Rec, Trinity House lane, Hull
ROWLAND, BENJAMIN, Wolverhampton, Stationer July 22 at 11.15 Off Rec, Wolverhampton
SAVILLE, WILLIAM, Birstal, Yorks, Bookseller July 9 at 4 Off Rec, Bank chmbrs, Batley
SPRIGGS, SAMUEL, Leicester, Tailor July 9 at 12 Off Rec, 34, Friar lane, Leicester
STEER, SAMUEL, Aldrington, Sussex, Baker July 9 at 12 Off Rec, 4, Pavilion bldgs, Brighton
THOMPSON, ALFRED, and MORDAUNT DICEY, Milk st bldgs, Milk st, Manufacturer's Agent July 10 at 2.30 33, Carey st, Lincoln's inn fields
THOMPSON, JOHN, Lincoln, Shopkeeper July 10 at 12.15 Off Rec, 31, Silver st, Lincoln
TYRER, JOHN, Skelmersdale, nr Ormskirk, Draper July 10 at 2.30 Off Rec, 35, Victoria st, Liverpool
VERVERS, WILLIAM, Clitheroe, Lancs, Farmer July 22 at 2.45 County Court House, Blackburn
WELLS, FRANK, East Retford, Notts, Plumber July 10 at 12 Off Rec, 31, Silver st, Lincoln
WHITE, JOHN, Kingston upon Hull, Draper July 9 at 11 Off Rec, Trinity House lane, Hull
WOOD, ROBERT BRINDLEY, Eastbourne, Farmer July 9 at 2.30 Bankruptcy bldgs, Lincoln's inn fields

ADJUDICATIONS.

ATKINSON, RICHARD, Garston, Lancs, Master Mariner Liverpool Pet June 27 Ord June 27
BARTLETT, THOMAS, Cardiff, Cabdriver Cardiff Pet June 28 Ord June 28
BATES, ALFRED JOHN PALMER, Oaklands terr, Cricklewood, Kilburn, Miller High Court Pet May 20 Ord June 28
BJORKMAN, HUGO, Little Albany st, Regent's Park, Timber Merchant High Court Pet May 16 Ord June 27
BRIGHTON, RICHARD, Devonshire terr, Notting Hill Gate, late Builder High Court Pet June 27 Ord June 27
DALTON, MICHAEL GIBSON, Kingston upon Hull, Wholesale Drysalter Kingston upon Hull Pet June 9 Ord June 25
DOWDING, WALTER, Regent st, Hosier High Court Pet May 31 Ord June 27
EASTWOOD, GEORGE, York, Plane Maker York Pet June 25 Ord June 26
FARRINGTON, WILLIAM, Bolton, Wholesale Baker Bolton Pet June 13 Ord June 26
FAWKES, ISAAC, Dalston, Cumberland, Labourer Carlisle Pet June 28 Ord June 28
FITT, HARRY, King's Lynn, Saddler King's Lynn Pet June 25 Ord June 25
FOSTER, C., Richmond, Surrey, Builder Wandsworth Pet May 28 Ord June 26
GEORGE, BENJAMIN, Talywain, nr Pontypool, Mon, Blacksmith Newport, Mon Pet June 28 Ord June 28
GIBBS, WILLIAM, Leicester, Bootmaker Leicester Pet June 26 Ord June 27
HANNAM, GEORGE WILLIAM, Leytonstone High Court Pet May 7 Ord June 27
HARRISON, HENRY, Leeds, Brass Finisher Leeds Pet June 27 Ord June 27
HARVEY, SAMUEL, Vowchurch, Herefordshire, Farmer Hereford Pet June 25 Ord June 25
HICKLING, THOMAS SINGLEHURST, Nottingham, Mineral Water Manufacturer Nottingham Pet June 25 Ord June 25
HOPKINS, THOMAS, Leicester, Butcher Leicester Pet June 25 Ord June 26
HUTCHINSON, JOHN, Crewe, Cheshire, Coal Merchant Crewe Pet May 27 Ord June 25
IRELAND, SIDNEY, Exeter, Licensed Victualler Exeter Pet June 25 Ord June 25
JOWETT, WALTER SUGDEN, Bradford, Warehouseman Bradford Pet June 27 Ord June 27
KERNS, WILLIAM THOMAS, Haggerstone rd, Boot Manufacturer High Court Pet June 27 Ord June 28
KINCHANT, JOHN CHARLTON, York st, Portman sq, Major General High Court Pet April 1 Ord June 26
LACEY, JAMES, Luton, Beds, Timber Dealer Luton Pet June 27 Ord June 27
LANGTON, JOSEPH DAVID, Clement's inn, Solicitor High Court Pet June 23 Ord June 28
MANNING, W. P., Coverdale rd, Uxbridge rd, Bank Clerk High Court Pet May 5 Ord June 26
NEIL, PHILIP, Jermyn st, St James's, Gent High Court Pet May 12 Ord June 26
PASCHALI, ANGELO NICHOLAS, Liverpool, Master Mariner Liverpool Pet May 23 Ord June 25
PITMAN, JOHN, Tunbridge Wells, Baker Tunbridge Wells Pet June 24 Ord June 28
ROBERTS, JOHN, King's rd, Chelsea, Draper High Court Pet June 6 Ord June 27
ROBERTSON, THOMAS, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet June 19 Ord June 28
SAVILLE, WILLIAM, Birstal, Yorks, Bookseller Dewsbury Pet June 26 Ord June 26
SPRIGGS, SAMUEL, Leicester, Tailor Leicester Pet June 25 Ord June 25
SWIFT, JOHN, Dewsbury, Lodging house keeper Dewsbury Pet June 27 Ord June 27
WALKER, JONATHAN FLETCHER, Leeds, Butcher Leeds Pet June 28 Ord June 28
WELLESLEY, Hon FREDERICK ARTHUR, Merton, Surrey, Club Proprietor High Court Pet June 6 Ord June 27
WILDERS, CHARLES FREDERICK, Llangollen, Denbighshire, Gent Birmingham Pet June 24 Ord June 27
WILLIAMS, GUILDFORD CROOMS, Norwich, Tailor Norwich Pet June 24 Ord July 28
WOOD, DANIEL W, Bristol, Draper Bristol Pet June 19 Ord June 28

The following amended notice is substituted for that published in the London Gazette, June 17.

SPRAGGE, SARAH JANE, Battle, Sussex, Coal Merchant Hastings Pet June 9 Ord June 13

SALES OF ENSUING WEEK.

July 7.—Messrs. BAKER & SONS, in a Marquee, Herne Bay, at 2 o'clock, Freehold Plots (see advertisement, June 7, p. 14).
July 8.—Messrs BRADEL & Co., at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, June 7, p 16).
July 8.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Waterside Premises, &c. (see advertisement, June 7, p. 10).
July 8.—EDWARD TEWSON, Esq. (of the firm of Messrs. Debenham, Tewson, Farmer, & Bridgewater), at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, this week, p. 4).
July 9.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold, Leasehold, and New River Investments (see advertisement, this week, p 513.).
July 10.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Residential Property (see advertisement, June 28, p. 4).
July 11.—Messrs BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisement, this week, p.513).
July 11.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Residential Estate and Freehold Residences (see advertisement, June 7, p. 10).
July 11.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, E.C., Freehold and Leasehold Investments (see advertisement, June 7, p. 13).
July 12.—Messrs. R. W. FULLER, MOON, & FULLER, at 4 o'clock, Freehold Sites (see advertisement, June 28, p. 591).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

VINCENT.—July 1, at Beech Holme, Cleveland-road Snaresbrook, the wife of William Vincent, solicitor, of a son.

DEATH.

DAMPIER.—July 1, at Campden-house-road, Kensington, Frederick Elliot Dampier, late Stipendiary Magistrate, Demerara, British Guiana.

SOLICITOR, Capital £1,000, desires Partnership or Practice; London or Suburban; references and fullest investigation required.—F. FRANCIS, "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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The valuable Freehold House and Premises, situate and known as No. 7, Pea Hen-court, Bishopsgate-street Within, in the City of London. The house covers an area of 800ft., is most substantially built, and comprises four floors and basement, each containing a suite of three good rooms or offices, with w.c. on landing, the whole producing from good tenants rentals amounting to £365 per annum. The property communicates with No 9, Union-court. Old Broad-street, E.C., and has been known by that address for some years past

MR. CHARLES JAMES LANGTON, late of Marsh, Milner, & Langton (established 1843), will OFFER by AUCTION, at the MART, Tokenhouse-yard, Bank of England (unless previously sold by private treaty), on THURSDAY, JULY 24, 1890, at ONE o'clock precisely, the above valuable City FREEHOLD.

Particulars may be had, when ready, of Messrs. Heneman & Marshall, Solicitors, 25, College-hill, Cannon-street, E.C., and of the Auctioneer, at his Auction and Reversion Offices, 9, Union-court, Old Broad-street, London, E.C.

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Particulars and conditions of sale of Messrs. Heneman & Marshall, Solicitors, 25, College-hill, Cannon-street, E.C.; and of the Auctioneer, Auction and Reversion Offices, 9, Union-court, Old Broad-street, London, E.C.

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Particulars and conditions of sale can be obtained of Messrs. Lucas & Son, Solicitors, 50, Fenchurch-street, E.C.; and of Mr. Charles James Langton, Auctioneer, 9, Union-court, Old Broad-street, E.C.

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MESSRS. HUMBERT, SON, & FLINT are instructed to SELL by AUCTION, in a MARQUEE on the ESTATE, on WEDNESDAY, the 16th JULY, 1890, immediately after luncheon at HALF-PAST ONE o'clock, a number of picturesque BUILDING SITES, suitable for the erection of both large and small houses, and varying in extent from a cottage plot to an acre and upwards. The success hitherto attending these sales, and the increasing popularity of the neighbourhood, have induced the owner to place a further portion of this beautiful estate in the market, and the auctioneers draw particular attention to the present sale, which includes some of the most elevated sites in the neighbourhood, commanding views of unsurpassed beauty over Rinslip Reservoir and the extensive landscape towards Uxbridge and Windsor. The estate is supplied with gas and Colne Valley water. The lots will be sold on the nine years' system of payment, and free of tithe and land-tax.

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